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T.R.A. DOCKET ROOM

July 2, 2003

Guy M. Hicks
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VIA HAND DELIVERY

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc. Pursuant to the
Telecommunications Act of 1996
Docket No. 03-00119

Dear Joe:

Enclosed are copies of BellSouth's responses to DeltaCom's discovery. Copies
of the enclosed are being provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

IN RE: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth
Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996

Docket No. 03-00119

BELLSOUTH TELECOMMUNICATIONS, INC.'S
RESPONSES TO ITC^DELTACOM'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

BellSouth Telecommunications, Inc. ("BellSouth") respectfully submits the following responses to the First Request for Production of Documents of ITC^DeltaCom Communications, Inc. ("DeltaCom").

SPECIFIC RESPONSES

REQUEST NO. 1: Please produce any documents that are identified in response to ITC^DeltaCom's First Set of Interrogatories, as well as any documents which are specifically requested in such interrogatories.

RESPONSE: BellSouth states that it has no responsive documents.

REQUEST NO. 2: Provide any contracts or agreements between BellSouth and its vendors and between BellSouth and other carriers that provides a limit on backbilling of charges.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^DeltaCom's First Request for Production of Documents filed June 19, 2003

REQUEST NO. 3: Produce any cost studies, papers, or business analysis that were completed as part of BellSouth's development of its market rates (See Instruction above.)

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^DeltaCom's First Request for Production of Documents filed June 19, 2003

REQUEST NO. 4: Produce any emails, correspondence, or memos that discuss or relate to the development or establishment of the market rates.

RESPONSE:

See BellSouth Telecommunications, Inc.'s Objections to ITC^DeltaCom's First Request for Production of Documents filed June 19, 2003

REQUEST NO. 5:

Provide BellSouth's instructions and ordering forms for ordering new combinations of loop and transport (also known as EELs).

RESPONSE:

The responsive documents "Unbundled Dedicated Transport - Ordinarily Combined UNE Combinations, May 2, 2003, Version 11; Local Service Request; End User Information and Loop Service forms" are attached. The Unbundled Dedicated Transport - Ordinarily Combined UNE Combinations, May 2, 2003, Version 11 is accessible via BellSouth's website: http://www.interconnection.bellsouth.com/guides/unedocs/udt_ne_w_combo.doc

REQUEST NO. 6:

Provide BellSouth's instructions and ordering forms for converting a special access circuit to a combination of loop and transport (also known as EELs).

RESPONSE:

The responsive documents "Unbundled Dedicated Transport - Currently Combined UNE Combinations, CLEC Information Package, Version 8, May 15, 2003; Local Service Request; End User Information and Loop Service forms" are attached.

The Unbundled Dedicated Transport - Currently Combined UNE Combinations, CLEC Information Package, Version 8, May 15, 2003 is accessible via BellSouth's website: http://www.interconnection.bellsouth.com/guides/unedocs/udt_cur_comb.doc

REQUEST NO. 7:

Provide any emails, ~~memos~~, correspondence, or other documents regarding BellSouth's consideration and execution of the "reverse" collocation agreement with ITC^DeltaCom.

RESPONSE:

See BellSouth Telecommunications, Inc.'s Objections to ITC^DeltaCom's First Request for Production of Documents, filed June 19, 2003. Subject to and without waiving the foregoing objection, the documents that are responsive to this request are attached.

REQUEST NO. 8:

Produce any license agreements, contracts, or interconnection agreements that BellSouth has with other CLECs/ILECs where BellSouth collocates in the CLEC or ILEC space.

RESPONSE:

See BellSouth Telecommunications, Inc.'s Objections to ITC^DeltaCom's First Request for Production of Documents filed June 19, 2003. Subject to and without waiving the foregoing objection, attached is the AT&T Space License Agreement, found as Exhibit B to Attachment 3 to AT&T's Interconnection Agreement with BellSouth. A list of CLECs that have adopted the AT&T agreement, including the Space License Agreement, is also attached to this response.

REQUEST NO. 9:

Produce any guidelines or instructions to CLECs as to the information required to report troubles to BellSouth.

RESPONSE:

BellSouth's CLEC Operational Understanding Customer Guide (CG-OPEU-001) provides guidelines and/or instructions for reporting troubles to BellSouth. Those guidelines and/or instructions, which are accessible via BellSouth's website:

http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm, can be found in Chapter 5, paragraph 5.1 of the Operational Understanding Customer Guide. For your convenience, the responsive document "CG-OPEU-001" is provided.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

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BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 03-00119
ITC^DeltaCom's First Request for Production of Documents
June 12, 2003
Item No. 5

ATTACHMENT

***Unbundled Dedicated Transport –
Ordinarily Combined UNE Combinations
CLEC Information Package
May 2, 2003
Version 11***

Table of Contents

SCOPE.....	1
PRODUCT NAME.....	1
PRODUCT CATEGORY.....	1
PRODUCT AND TECHNICAL DESCRIPTION	1
SERVICE DESCRIPTION	1
FEATURES AND BENEFITS.....	1
BASIC SERVICE CAPABILITIES	3
PRE-ORDERING CHECKLIST.....	3
AVAILABILITY	3
BILLING INFORMATION.....	3
ORDERING INFORMATION.....	4
ORDERING PROCESS DESCRIPTION.....	4
REQUIRED/VALID FORMS	4
REQUIRED FIELDS BY FORM.....	4
CRITICAL FIELDS AND ENTRIES	5
NC, NCI, AND SECNCI FIELDS ON THE LSR FORM CFA FIELD ON THE LS FORM	5
PRICING.....	14
INTERVALS.....	14
MAINTENANCE AND REPAIR PROCESS.....	14

Version Number	Date	Change
1	05/21/02	Initial Version
2	06/19/02	Add the Critical Fields and Entries Reference numbers 56, 57, & 58
3	08/02/02	In Critical Fields and Entries: correct codes for 1, 19, 44, 49-55; delete configurations 36-38; add picture for 40, add 41-42 configurations. Add Note regarding TOS code in Required Fields section.
4	08/27/02	In Critical Fields and Entries, add configuration 42. Update to reflect policy that this service is not available to wireless companies.
5	09/19/02	In Critical Fields and Entries: insert label for channelized facilities and deleted entries 55-57, and added (55) DS1Local Channel + DS1 Sub Loop Feeder.
6	09/30/02	In Critical Fields and Entries: corrected DS3 Local Channel NCI code (items 12 and 42).
7	11/01/02	In Critical Fields and Entries: corrected DS1 Local Channel code in items 5, 8, 11, 21, 30, 38, 39, 40, 41, 47, and 55.
8	11/20/02	Update to include EELs information and obsolete EELs CLEC Information Package
9	02/19/03	Correct Note on page 6 regarding TOS field. Second TOS=9 for EELs and not =9 for non-EEL combinations (either B or A). Enclose SI.
10	03/07/03	Add language to distinguish EELs within Ordinarily Combined UNE Combinations
11	05/02/03	Reorganize Critical Fields Table, added LOA

Scope

This document is provided to CLECs as information regarding Ordinarily Combined UNE Combinations.

Product Name

Ordinarily Combined UNE Combinations

Product Category

Unbundled Dedicated Transport

Product and Technical Description

Service Description

Where necessary to comply with an effective FCC and/or State Commission order, BellSouth offers Dedicated Transport - Ordinarily Combined UNE Combinations. Ordinarily Combined UNEs are to be used for new telecommunications services.

Features and Benefits

Ordinarily Combined UNE Combinations that include unbundled dedicated transport are by definition, dedicated to a particular customer. Unbundled Dedicated transport is a point-to-point service and may consist of the following components: local channel UNE, interoffice channel UNE, and local loop UNE. Channelization may or may not be included. An ordering CLEC may connect its UNE transport combination to a different carrier's collocation or higher-level UNE transport, if a Letter of Authorization is completed authorizing the use of another CLEC's specific Connecting Facility Assignment (CFA). The ordering CLEC must have the UNE combination (and cross-connect if connected to collocation) within its Interconnection Agreement.



Microsoft Word
Document

The following definitions apply to the components:

1. Local Channel UNE provides a dedicated point-to-point transmission path, and its associated electronics between a BST Serving Wire Center and CLEC's POP.
2. Interoffice Channel UNE provides a dedicated point-to-point transmission path and its associated electronics between BST wire centers.
3. Channelization is an optional functionality performed when a higher-level facility is separated into lower level services, e.g. DS3 to 28 DS1s or DS1 to 24 DS0s. Channelization can be accomplished through the use of a multiplexer or a Digital Cross-connect System (DCS). Once the basic channelization system has been installed, channels can be activated all at once or on an as-needed basis. Lower level services ride the channelized facility. Channelization is available on a limited basis as described in NECA 4 tariff.
4. Local Loop UNE (Subscriber Line) is a transmission facility between a distribution frame in a BellSouth central office (SWC) and an end user customer premise (NID).

The above components may be combined to form local loop – transport combinations at TELRIC rates known as Enhanced Extended Links (EELs). Transport as defined within the Interconnection Agreement consists of Interoffice Channel and Local Channel; therefore, there are three EEL configurations: (1) Local Loop + Local Channel, (2) Local Loop + Interoffice Channel, (3) Local Loop + Interoffice Channel + Local Channel. EELs are intended to provide connectivity between the CLEC's end user and the CLEC's switch for the purpose of provisioning circuit telephone exchange service.

CLECs ordering EELs will provide a significant amount of local exchange service to a particular end user over the requested combination, as described in the Local Usage Options below. Upon BellSouth's request, CLEC shall indicate under what local usage option CLEC seeks to qualify. CLEC shall be deemed to providing a significant amount of local exchange service over the requested combination if one of the options listed in the Local Usage Options is met. BellSouth shall have the right to audit CLEC's EELs as specified below.

Local Usage Options:

Option 1: CLEC certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at CLEC's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, CLEC is the end user's only local service provider, and thus is providing more than a significant amount of local exchange service. CLEC can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

Option 2: CLEC certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. The loop-transport combination must terminate at CLEC's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

Option 3: CLEC certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. CLEC does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

BellSouth may, at its sole discretion, audit CLEC's records in order to verify compliance with the local usage option provided by CLEC. A third party independent auditor shall conduct the audit, and CLEC shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, CLEC

Ordinarily Combined UNE Combinations CLEC Information Package

shall reimburse BellSouth for the cost of the audit. If, based on the audit, CLEC is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth will convert such combinations of loop and transport network elements to special access services in accordance with BellSouth's tariffs and will bill CLEC for appropriate retroactive reimbursement. If the Parties disagree as to whether the audits indicate that CLEC is not providing a significant amount of local exchange traffic, the dispute will be resolved according to the dispute resolution process in Section 10 of the General Terms and Conditions of the Agreement.

Basic Service Capabilities

Customer may obtain this service in every state within BellSouth's franchised area. Ordinarily Combined UNEs listed in the succeeding table are currently offered.

Pre-Ordering Checklist

Availability

1. Ordinarily Combined UNEs are available in all states. If the ordered transport combination is to terminate in a collocation, the collocation must be in place prior to ordering the transport.
2. The CLEC must negotiate or adopt pursuant to 47.U.S.C. P 252(I) the rates, terms and conditions for New Ordinarily Combined UNE Combinations either in a new contract or an amendment added to their current contract.

In all states, CLECs can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed, if the interconnection agreement has been updated to allow such a combination.

Unbundled network elements (UNEs) are not available for purchase or for conversion from Special Access or Private Line Circuits if such network elements will be used to provide wireless telecommunications services. BellSouth does not connect UNEs to tariffed services.

Billing Information

- One-month minimum billing is required for DS1s. For DS3s the minimum billing is 4 months. Minimum mileage is one mile.
- Manual Order Coordination is included in the non-recurring charges.
- Overtime rates apply for work outside of 08:00am and 05:00pm local time. (Handled by CWINS on E0135 if this applies to the CLEC.)
- Recurring Charges:
Recurring charges will be applicable to the following components per circuit on each LSR:
 - ◆ Local Channel (may have mileage)
 - ◆ Local Loop (may have mileage)
 - ◆ Interoffice Facility Termination
 - ◆ Interoffice Mileage
 - ◆ Channelization (3/1 or 1/0)

Ordinarily Combined UNE Combinations CLEC Information Package

◆ Central Office Channel Interface

• Non-Recurring Charges:

- The above services may have non-recurring charges in a state..
- Optional Features & Functions:
 - Clear Channel Capability (B8ZS/ESF) Option per DS1
 - Clear Channel Capability (B8ZS/SF) Option per DS1
- C-bit parity option per DS3
- The USOC SOMAN will be added to the S&E of the service order to charge for the handling of each circuit on a manual LSR service request. A manual LSR received in the LCSC may be via FAX Server, U.S. Mail, or Courier Service.
- State-specific Missed Appointment Credits will apply.
- Expedite charges for shorter intervals will apply.
- Cancellation charges will apply.
- Service Order Modification charges will apply.

Ordering Information

Ordering Process Description

Ordinarily Combined UNE Combinations are ordered through the CRSG (Complex Resale Support Group) using the manual Local Service Request (LSR) ordering process. The same data fields will be used, however the data within certain fields will be unique to identify the type of Ordinarily Combined UNE Combination being ordered. Ordinarily Combined UNE Combination orders will carry new USOCs (included in this document). The USOCs will map to the appropriate Service Type for the service being installed (i.e. POTS1 for 2-wire unbundled loop start voice loop, SS11 for DS1 level service, etc.).

Of the 14 EEL configurations identified within the Pricing Section, the configurations comprised of DS1 and below and Activity type: New (N), Change (C), and Disconnect (D) may be ordered electronically, if within density zone 1. To obtain detailed information regarding electronic ordering, refer to the BellSouth Business Rules for Local Ordering at the web site below. Manual ordering is required for all other configurations.

If an LOA is used, the APOT fields should contain the host ACTL.

<http://www.interconnection.bellsouth.com/guides/>

Required/Valid Forms

Refer to LSR package for ordering Ordinarily Combined UNE Combinations. The Service Inquiry (SI) form is required for channelized DS1s and DS3 and above services. Please contact CLEC Care/Local Support Manager if more information is needed regarding this requirement.



SI Instructions



Service Inquiry

Required Fields by Form

Please refer to the *CLEC Ordering Guide* for more information on completing the forms.

Ordinarily Combined UNE Combinations CLEC Information Package

<http://www.interconnection.bellsouth.com/guides/leo.html>

NOTE: When ordering Ordinarily Combined UNE Combinations other than EELs, the Type of Service (TOS) field second character should be 'A' or 'B'. Using '9' in this position is reserved for EELs only.

EEL Configurations Item Numbers in the Critical Fields and Entries Table
1-10
14-32
39-45
All other entries are non-EELs

Critical Fields and Entries

NC, NCI, and SECNCI Fields on the LSR Form CFA field on the LS Form

LEGEND:

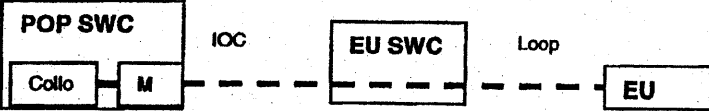
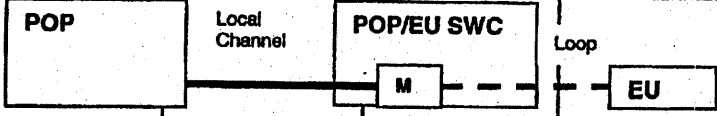
POP: Point of Presence
 SWC: Serving Wire Center
 EU: End User
 IOC: Interoffice Channel
 M: Multiplexer
 NA: Not Applicable
 Collo: Collocation
 RT: Remote Terminal
 ---: lower-level

Ref	Service Level	NC Code	NCI Code	SECNCI Code	CLEC Interface (CFA)
Non-channelized Facilities					
1-7 Non-channelized end-to-end					
1	2-wire VG Local Channel, IOC, and Local Channel	LY--	02LO (LPS) 02GO (GST) 02RV2.O (RVB)	02LS2 (LPS) 02LS2 (GST) 02RV2.T (RVB)	NA
2	4-wire VG Local Channel, IOC, and Local Channel	LY--	04LO2 (LPS) 04GO2 (GST)	04LS2 (LPS) 04LS2 (GST)	NA
3	56 KBPS Local Channel, Interoffice Channel, and Local Loop	LY--	04DU5.56	04DU5.56	NA
4	64 KBPS Local Channel, Interoffice Channel, and Local Loop	LY--	04DU5.64	04DU5.64	NA
5	DS1 Local Channel, IOC, and Local Loop	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	NA
6	DS3 Local Channel, IOC, and Local Loop	HF- HFC-	04DS6.44	04DS6.44	NA

Ordinarily Combined UNE Combinations CLEC Information Package

7	STS-1 Local Channel, IOC, and Local Loop	J1-	04ST6.A	04ST6.A	NA
8	DS1 Local Loop, IOC, and Local Loop	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	NA
<p>9-11</p> <pre> graph LR POP[POP] -- Local Channel --- POP_EU_SWC[POP/EU SWC] POP_EU_SWC -- Loop --- EU[EU] </pre>					
9	DS1 Local Channel and DS1 Local Loop	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	NA
10	DS3 Local Channel and Loop	HF-	04DS6.44	04DS6.44	NA
11	STS-1 Local Channel and Loop	J1-	04ST6.A	04ST6.A	NA
<p>12-14</p> <p>Non-channelized to collocation</p> <pre> graph LR POP[POP] -- Local Channel --- POP_SWC[POP SWC] POP_SWC -- IOC --- Collo_EU_SWC[Collo EU SWC] </pre>					
12	DS1 Local Channel and IOC terminating in collocation	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB9.11	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	PE1P1 (physical) or CNC1X (virtual)
13	DS3 Local Channel and IOC terminating in collocation	HF- HFC-	04QB6.33	04DS6.44	PE1P3 (physical) or CNC3X (virtual)
14	STS-1 Local Channel and IOC terminating in collocation	J1-	04QB6.S1	04ST6.A	PE1P3 (physical) or CNC3X (virtual)
<p>15-21</p> <pre> graph LR POP_SWC[POP SWC] -- IOC --- EU_SWC[EU SWC] EU_SWC -- Loop --- EU[EU] POP_SWC --- Collo[Collo] </pre>					
15	2-wire VG Local Loop and IOC terminating in collocation	LY-	02QC3.OOD(LPS) 02QC3.OOB(GST) 02QC3.RVO(RVB)	02LS2(LPS) 02GS2(GST) 02RV2.T(RVB)	PE1P2 (physical)
16	4-wire VG Local Loop and IOC terminating in collocation	LY-	02QC3.OOD(LPS) 02QC3.OOB(GST)	04LS2(LPS) 02GS2(GST)	PE1P4 (physical)
17	4-wire 56 kbps Local Loop and IOC terminating in collocation	LY-	04QC6.OOP	04DU5.56	PE1P4 (physical)
18	4-wire 64 kbps Local Loop and IOC terminating in collocation	LY-	04QC5.OOQ	04DU5.64	PE1P4 (physical)
19	DS1 Local Loop and	HC- (AMI-SF)	04QB9.11	04DU9.BN (AMI-SF)	PE1P1 (physical)

Ordinarily Combined UNE Combinations CLEC Information Package

	IOC terminating in collocation	HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)		04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	or CNC1X (virtual)
20	DS3 Local Loop and IOC terminating in collocation	HF- HFC-	04QB6.33	04DS6.44	PE1P3 (physical) or CNC3X (virtual)
21	STS-1 Local Loop and IOC terminating in collocation	J1--	04QB6.S1	04ST6.A	PE1P3 (physical) or CNC3X (virtual)
Channelized Transport					
22-23 					
22 1 st order	Channelized DS3 collocation cross-connect	HF- M HFZM	04QB6.33	NA	PE1P3 (physical) or CNC3X (virtual)
22 2 nd order	DS1 Local Loop and IOC CFA mux	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB6.33 [DS3] 04QB6.1S [STS-1]	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3/STS-1 mux
23 1 st order	Channelized STS-1 collocation cross-connect	J1AA	04QB6.S1	NA	PE1P3 (physical) or CNC3X (virtual)
23 2 nd order	DS1 Local Loop and IOC CFA mux	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB6.33 [DS3] 04QB6.1S [STS-1]	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3/STS-1 mux
24-27 					
24 1 st order	Channelization DS3 Local Channel	HF-M. HFZM	04DS6.44	NA	NA
24 2 nd order	DS1 Local Loop CFA DS3/STS-1 Local Channel	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS6.44 [DS3] 04ST6.A [STS-1]	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3/STS-1 mux
25 1 st order	Channelized STS-1 Local Channel	J1AA	04ST6.A	NA	NA
25 2 nd order	DS1 Local Loop CFA DS3 [STS-1] mux	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS6.44 [DS3] 04ST6.A [STS-1]	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3/STS-1 mux
26 1 st order	Channelized DS1 Local	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	NA	NA
26 2 nd order	4-wire Local Loop CFA DS1 mux	LY- (LPS) LY- (GST)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	04LS2 04GS2	DS1 mux

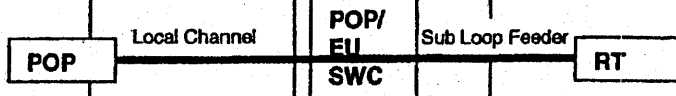
Ordinarily Combined UNE Combinations CLEC Information Package

27 1 st order	Channelized DS1 Local Channel	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	NA	NA
27 2 nd order	2-wire Local Loop CFA DS1 mux	LY--(LPS) LY--(GST) LY--(RVB)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	02LS2 (LPS) 02LS2 (GST) 02RV2.T (RVB)	DS1 mux
28-30					
28 1 st order	Channelized DS1 Local Channel	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	NA	NA
28 2 nd order	2-wire Local Loop and IOC CFA DS1 mux	LY--(LPS) LY--(GST) LY--(RVB)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	02LS2 (LPS) 02LS2 (GST) 02RV2.T (RVB)	DS1 mux
29 1 st order	Channelized DS1 Local Channel	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	NA	NA
29 2 nd order	4-wire Local Loop and IOC CFA DS1 mux	LY--(LPS) LY--(GST)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	04LS2 04GS2	DS1 mux
30 1 st order	Channelized DS3 Local Channel	HF-M HFZM	04DS6.44	NA	NA
30 2 nd order	DS1 Local Loop and IOF CFA DS3 mux	HC--(AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF) HF+M	04DS6.44	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3 mux
31-33					
31 1 st order	Channelized DS1 Local Channel and IOC with mux in EU SWC	HC-M HCDM HCZM HCEM	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	NA	NA
31 2 nd order	VG/DS0 Local Loop CFA DS1 mux in EU SWC	LY--	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	02LS202GS2 02RV2.T 04LS2 04GS2	DS1 mux
32 1 st order	Channelized DS3 Local Channel and IOC with mux in EU SWC	HF- M HFZM	04DS6.44	NA	NA
32 2 nd order	DS1 Local Loop CFA DS3 [STS1] mux	HC--(AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS6.44 [04ST6.A]	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3/STS-1 mux
33 1 st order	Channelized STS-1 Local Channel and IOC with mux in EU SWC	JIAA	04ST6.A	NA	NA
33 2 nd order	DS1 Local Loop CFA DS3 [STS1] mux in EU SWC	HC--(AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF)	04DS6.44 [04ST6.A]	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF)	DS3/STS-1 mux

Ordinarily Combined UNE Combinations CLEC Information Package

		HCE- (B8ZS-ESF)		04DU9.1SN (B8ZS-ESF)	
34- 35					
<pre>graph LR; POP[POP] -- Local Channel --- POP_SWC[POP SWC M]; POP_SWC -.- IOC -.- EU_SWC[EU SWC Collo];</pre>					
34 1 st order	Channelized DS3 Local Channel	HF-M HFZM	04DS8.44	NA	NA
34 2nd order	DS1 Interoffice from collocation in EU SWC CFA DS3 [STS-1] mux	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS8.44 [04ST6.4]	04QB9.11	PE1P1 (physical) or CNC1X (virtual) and DS3 mux
35 1 st order	Channelized STS-1 Local Channel	JIAA	04ST6.A	NA	NA
35 2nd order	DS1 Interoffice from collocation in EU SWC CFA DS3 [STS-1] mux	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS6.44 [04ST6.4]	04QB9.11	PE1P1 (physical) or CNC1X (virtual) and DS3 mux
36 39					
<pre>graph LR; POP[POP] -.- Local Channel -.- POP_SWC[POP SWC M]; POP_SWC -- IOC -- EU_SWC[EU SWC Collo];</pre>					
36 1 st order	Channelized DS1 IOC terminating in EU SWC collocation	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
36 2nd order	2-wire VG Local Channel CFA DS1 mux in POP SWC	LY- - (LPS) LY- (GST) LY- (RVB)	02L02 (LPS) 02G02 (GST) 02RV2.T (RVB)	04QB9.11	DS1 mux
37 1 st order	Channelized DS1 IOC terminating in EU SWC	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
37 2nd order	4-wire VG Local Channel CFA DS1 mux in POP SWC	LY- - (LPS) LY- (GST)	04L0 (LPS) 04G0 (GST)	04QB9.11	DS1 mux
38 1 st order	Channelized DS3 IOC terminating in EU SWC	HC-M	04QB6.33	NA	PE1P3 (physical) or CNC3X (virtual)
38 2nd order	DS1 Local Channel CFA DS3 [STS-1] mux in POP SWC	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	04QB6.33 [04QB6.S1]	DS3/STS-1 mux
39 1 st order	Channelized STS-1 IOC terminating in EU SWC	JIAA	04QB6.S1	NA	PE1P3 (physical) or CNC3X (virtual)
39 2nd order	DS1 Local Channel CFA DS3 [STS-1] mux in POP SWC	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	04QB6.33 [04QB6.S1]	DS3/STS-1 mux
40 46					
<pre>graph LR; POP_SWC[POP SWC Collo] -- IOC -- EU_SWC[EU SWC M]; EU_SWC -.- Loop -.- EU[EU];</pre>					

Ordinarily Combined UNE Combinations CLEC Information Package

40 1 st order	Channelized DS1 Interoffice Channel terminating in POP SWC collocation	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
40 2nd order	2-wire VG Local Loop CFA DS 1 mux in EU SWC	LY--	04QB9.11 (LPS) 04QB9.11 (GST) 04QB9.11 (RVB)	02LS2 (LPS) 02GS2 (GST) 02RV2.T (RVB)	DS1 Mux
41 1 st order	Channelized DS1 Interoffice Channel terminating in POP SWC collocation	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
41 2nd order	4-wire VG Local Loop CFA DS 1 mux in EU SWC	LY--	04QB9.11 (LPS) 04QB9.11 (GST)	04LS2 (LPS) 04GS2 (GST)	DS1 Mux
42 1 st order	Channelized DS1 Interoffice Channel terminating in POP SWC collocation	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
42 2nd order	2-wire ISDN Local Loop CFA DS 1 mux in EU SWC	LY--	04QB9.11	02IS5	DS1 Mux
43 1 st order	Channelized DS1 Interoffice Channel terminating in POP SWC collocation	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
43 2nd order	4-wire 56kbps Local Loop CFA to DS 1 mux in EU SWC	LY--	04QB9.11	04DU5.56	DS1 Mux
44 1 st order	Channelized DS1 Interoffice Channel terminating in POP SWC collocation	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
44 2nd order	4-wire 64kbps Local Loop CFA DS 1 mux in EU SWC	LY--	04QB9.11	04DU5.64	DS1 Mux
45 1 st order	Channelized DS3 Interoffice Channel terminating in POP SWC collocation	HF-M HFZM	04QB6.33	NA	PE1P3 (physical) or CNC3X (virtual)
45 2nd order	DS1 Local Loop CFA to DS 3 mux in EU SWC	HC-- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB6.33	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3 Mux
46 1 st order	Channelized STS-1 Interoffice Channel terminating in POP SWC collocation	J1AA	04QB6.S1	NA	PE1P3 (physical) or CNC3X (virtual)
46 2nd order	DS1 Local Loop CFA DS 3 mux in EU SWC	HC-- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB6.33	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3 Mux
47	 <p>The diagram illustrates a network configuration for order 47. It shows a 'Local Channel' connecting a 'POP' (Point of Presence) to an 'EU SWC' (End User Switch). Additionally, a 'Sub Loop Feeder' connects the 'EU SWC' to an 'RT' (Remote Terminal). The POP, EU SWC, and RT are represented as rectangular boxes, and the connections are shown as lines with labels above them.</p>				

Ordinarily Combined UNE Combinations CLEC Information Package

47	DS1 Local Channel and DS1 Sub Loop Feeder	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	NA
-----------	---	---	---	--	----

Notes:

- The NCI always represents the highest service involved in the request.
- The SECNCI, if there is any, always represents the lowest level of service involved.
- Two orders are required for facilities of mixed bandwidth. One is required for the Higher-Level Portion of Channelized Facility and another is required for the Lower-Level Facility Riding Higher-Level Channelized Portion of Facility.

In addition to the NC, NCI, SECNCI and any CFA fields on the LSR, the **REMARKS** and **APOT** fields on the LSR are critical for ordering. Please populate the REMARKS field with the exact product name you are ordering.

Ordinarily Combined UNE Combinations CLEC Information Package

Any Applicable USOCs and/or FIDs

Collocation / HTN

Level of Service	USOC Description	USOC	CFA
DS1	Holding USOC	HTN	T3
DS1	Physical Collocation Cross Connect	PE1P1	T1TIE
DS1	Physical Collocation Pot Bay	PE1PG	T1TIE
DS1	Virtual Collocation Cross Connect	CNC1X	T1TIE

Channelization

Level of Service	USOC Description	USOC	CFA
1/0 multiplexing	DS1 Channelization	MQ1	NA
3/1 multiplexing	DS3 Channelization	MQ3	NA

Central Office Channel Interface

Level of Service	USOC Description	USOC
Voice Grade	Central Office Channel Interface (COCI)	1D1VG
2-Wire ISDN	Central Office Channel Interface (COCI)	UC1CA
Data DS0	Central Office Channel Interface (COCI)	1D1DD
DS1	Central Office Channel Interface (COCI)	UC1D1

Local Channel

Level of Service	USOC Description	USOC	CFA
2-wire voice grade analog	2-wire VG Local Channel UNE	ULDV2	NA
4-wire voice grade analog	4-wire VG Local Channel UNE	ULDV4	NA
4-wire voiced grade digital	4-wire 56 kbps Local Channel UNE	ULDD5	NA
4-wire voice grade digital	4-wire 64 kbps Local Channel UNE	ULDD6	NA
DS1	DS1 Local Channel UNE	ULDF1	NA
DS3	DS3 Local Channel UNE	ULDF3	NA

Ordinarily Combined UNE Combinations CLEC Information Package

STS-1	STS-1 Local Channel UNE	ULDFS	NA
DS1 & above	Local Channel Mileage	1L5NC	NA

Interoffice Channel

Level of Service	USOC Description	USOC
ALL	Interoffice Channel (Per Mile)	1L5XX
2 Wire Voice Grade	2 Wire Interoffice Channel (Facility Termination)	U1TV2
4 Wire Voice Grade	4 Wire Interoffice Channel (Facility Termination)	U1TV4
4 Wire Data DS0	4 Wire 56KB Interoffice Channel (Facility Termination)	U1TD5
4 Wire Data DS0	4 Wire 64KB Interoffice Channel (Facility Termination)	U1TD6
DS1	DS1 Interoffice Channel (Facility Termination)	U1TF1
DS3	DS3 Interoffice Channel (Facility Termination)	U1TF3
STS-1	STS-1 Interoffice Channel (Facility Termination)	U1TFS

Loop

Level of Service	USOC Description	USOC
DS3 & above	Local Loop Mileage	1L5ND
2 Wire Voice Grade analog	2 Wire Voice Grade Loop	UEAL2
4 Wire Voice Grade analog	4 Wire Voice Grade Loop	UEAL4
2-wire ISDN BRI	2-wire ISDN BRI	U1L2X
4 Wire 56KB Data DS0	4 Wire 4KB Data Loop	UDL56
4 Wire 64KB Data DS0	4 Wire 64KB Data Loop	UDL64
DS1	DS1 Loop	USLXX
DS1	DS1 Sub Loop Feeder	USBFG
DS3	DS3 Loop	UE3PX
STS-1	STS-1 Loop	UDLS1

Pricing

The EEL configurations listed below terminate to a CLEC collocation arrangement and will be billed as priced as a combination within the CLEC's agreement.

DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
DS1 Interoffice Channel + DS1 Local Loop
DS3 Interoffice Channel + DS3 Local Loop
STS-1 Interoffice Channel + STS-1 Local Loop
DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
2-wire VG Interoffice Channel + 2-wire VG Local Loop
4-wire VG Interoffice Channel + 4-wire VG Local Loop
4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

All other Ordinarily Combined configurations, including other EEL configurations not listed above, shall be billed as the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in the CLEC's agreement.

Please note, however, all pricing is specific to the CLEC's Interconnection Agreement.

Intervals

All Due Date/Intervals are calculated upon the receipt of an error free LSR from the CLEC. Please see the Products and Services Interval Guide at the web address below.

<http://www.interconnection.bellsouth.com/guides/>

Maintenance and Repair Process

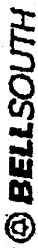
- BellSouth will maintain and repair the facilities and equipment that it furnishes. The customer or customer's end-user may not rearrange, disconnect, remove, or attempt to repair any equipment installed by BellSouth.
- The customer is responsible for testing and isolation of all troubles to the BellSouth network. BellSouth is responsible for testing, sectionalizing, and repair of all customer reported troubles. The trouble reporting procedure must conform to the established trouble receipt process.
- Customer Wholesale Interconnection Network Service (CWINS) will process EO-135 charges based on applicable tariff rules.
- The CWINS will handle CLEC calls as they do for CLEC referrals.
- Maintenance intervals of NSC services are the same as the maintenance for comparable services ordered as retail service.

Ordinarily Combined UNE Combinations CLEC Information Package

- The CWINS will enter the CLEC trouble report in WFA-C and test to isolate the source of the trouble. The WFA ticket will be dispatched to the Central Office as needed for additional testing or trouble resolution.
- The CLEC may call to request status on the report or escalate to UNEC management if commitment time is exceeded. After all problems within the BellSouth area of responsibility have been tested and corrected, the UNEC Technician will contact the CLEC to report the results of testing and repair.

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 03-00119
ITC^DeltaCom's First Request for Production of Documents
June 12, 2003
Item No. 5 and 6

ATTACHMENT



Local Service Request

Administrative Section		CCNA	PON	VER	LSR NO	LOCQTY	HTQTY						
AN		ATN	SC	PG	OF	D/SENT	DSPTCH						
DDD		APPTIME	DDDO	APPTIME	DFDT	PROJECT							
CHC	REQTYP	ACT	SUP	AFO	RTR	CC	NNSP	ONSP	AENG	ALBR	SCA	AGAUTH	DATED
AUTHNUM		PORTTYP		AGTL	AI	APOT	LST	LSO	TOS	SPEC			
NC	PBT	NCI	CHANNEL		SECNCI	RPN	RORD						
LSP AUTH		LSP AUTHDATE		LSP AUTHNAME		LSPAN	CIC	CUST					
Bill Section		BI1	BAN1	BI2	BAN2	ACNA	EBD	CNO	NRI				
BILLNM		SBILLNM		FLOOR		ROOM	CITY	TE	EBP				
STREET		BILLCON		TEL NO		VTA	STATE						
Contact Section		INIT		TEL NO									
EMAIL		FAX NO		ROOMMAIL STOP		CITY	STATE						
STREET		FLOOR		PAGER									
ZIP CODE		IMPCON		TEL NO									
ALT IMPCON		TEL NO		PAGER									
DSGCON		DRC		TEL NO		FAX NO							
EMAIL		FLOOR		ROOMMAIL STOP		CITY							
STATE		ZIP CODE		FLOOR		ROOMMAIL STOP	CITY						
Remarks													

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End User Information

Administrative Section	PON	VER	AN	ATN	DOTY	PG OF
Location and Access						
LOCUM NAME	SAPR	SANO	SASF	SASD	SATH	SASS
SASN						
SADLO						
SADLO (Continued)	FLOOR	ROOM	BLDG			
CITY	STATE	ZIP CODE	LCON			
TELNO	EUMI					
ACC						
ACC (Continued)						
WSOP	CPE MFRF	CPE MOD	ERL	IBT		
Inside Wire	IWO	IWBAN	IWCON	TELNO		
Bill Section						
EAN	EATN	FBI	BILLNM			
SBILLNM	STREET	FLOOR	ROOM			
CITY	STATE	ZIP CODE	BILLCON			
TELNO	SSN					

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End User Information (Continued)

Administrative Section	PON	VER	AN	ATN	DO TY	PG	OF
Disconnect Information							
DNUM	DISCNR	TER	TCOPT	TCTOPRI	TCTOSEC		
TCID	TCNAME						
TCID	TCNAME			TCPER			
DNUM	DISCNR	TER	TCOPT	TCTOPRI	TCTOSEC		
TCID	TCNAME						
TCID	TCNAME			TCPER			
DNUM	DISCNR	TER	TCOPT	TCTOPRI	TCTOSEC		
TCID	TCNAME						
TCID	TCNAME			TCPER			
DNUM	DISCNR	TER	TCOPT	TCTOPRI	TCTOSEC		
TCID	TCNAME						
TCID	TCNAME			TCPER			
DNUM	DISCNR	TER	TCOPT	TCTOPRI	TCTOSEC		
TCID	TCNAME						
TCID	TCNAME			TCPER			
DNUM	DISCNR	TER	TCOPT	TCTOPRI	TCTOSEC		
TCID	TCNAME						
TCID	TCNAME			TCPER			

Remarks

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Loop Service

Administrative Section		VER	AN	ATN	LOTY	PG	OF
PON							
Service Details							
LOGNUM	LNUM	LNA	CKR	TSP			
SAN							
ECCKT							
CFA	SYSTEM ID CABLE ID						
SHELF	SLOT	RELAY	RACK	CHAN/PAIR	JKCODE	JKNUM	JKPOS
IWJK	IWJQ	IWJK	IWJQ	DISC	NBR	TER	TCOPT
TCID	TCNAME	TCID		TCNAME		TCTOSEC	
TCPER							
LEAN							
LEATN							
LOGNUM LNUM LNA CKR							
TSP							
SAN							
ECCKT							
CFA	SYSTEM ID CABLE ID						
SHELF	SLOT	RELAY	RACK	CHAN/PAIR	JKCODE	JKNUM	JKPOS
IWJK	IWJQ	IWJK	IWJQ	DISC	NBR	TER	TCOPT
TCID	TCNAME	TCID		TCNAME		TCTOSEC	
TCPER							
LEAN							
LEATN							

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Loop Service (Continued)

Administrative Section											
PON	VER	AN	ATN	LOTY	PG	OF					
Service Details											
LOGNUM	LNUM	LNA	CKR	TSP							
SAN	ECKT										
CFA	SYSTEM ID			CABLE ID							
SHELF	SLOT	RELAY	RACK	CHAN/PAIR	JKCODE	JKNUM	JKPOS	JR	NIDR	IWJK	IWJQ
IWJK	IWJQ	IWJK	IWJQ	DISC	NBR	TER	TCOPT	TCID	TCNAME	TCTOSEC	
TCID	TCNAME	LEATN									
TCID	TCNAME	LEATN									
REMARKS											

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 03-00119
ITC^DeltaCom's First Request for Production of Documents
June 12, 2003
Item No. 6

ATTACHMENT

***Unbundled Dedicated Transport –
Currently Combined UNE Combinations***

***CLEC Information Package
Version 8
May 15, 2003***

Table of Contents

SCOPE.....	3
PRODUCT NAME.....	3
PRODUCT CATEGORY.....	3
PRODUCT AND TECHNICAL DESCRIPTION.....	3
SERVICE DESCRIPTION.....	3
FEATURES AND BENEFITS.....	4
BASIC SERVICE CAPABILITIES.....	4
SERVICE REARRANGEMENTS.....	5
PRE-ORDERING CHECKLIST.....	5
AVAILABILITY.....	5
BILLING INFORMATION.....	7
ORDERING INFORMATION.....	7
ORDERING PROCESS DESCRIPTION.....	8
REQUIRED/VALID FORMS.....	8
REQUIRED FIELDS BY FORM.....	9
CRITICAL FIELDS AND ENTRIES FOR THESE PRODUCTS.....	9
CRITICAL FIELDS AND ENTRIES FOR THESE PRODUCTS.....	16
ANY APPLICABLE USOCs AND/OR FIDS.....	17
PRICING.....	17
INTERVALS.....	17
MAINTENANCE AND REPAIR PROCESS.....	18

Version Number	Date	Change
1	05/21/02	Initial Version
2	06/20/02	Added configuration 56-58 to Critical Fields table. General editing. Clarified any currently combined network elements may be converted. Rules apply to Special Access loop transport combinations.
3	08/02/02	In Critical Fields and Entries: correct codes for 1, 19, 44, 49-55; delete configurations 36-38; add picture for 40, add 41-42 configurations. Add Note regarding TOS code in Required Fields section.
4	08/27/02	In Critical Fields and Entries, add configuration 42. Update to reflect policy that this service is not available to wireless companies.
5	09/19/02	In Critical Fields and Entries: insert label for channelized facilities and delete 55-57.
6	09/30/02	In Critical Fields and Entries: corrected NCI code for DS3 Local Channel in items 12 and 42.
7	11/01/02	In Critical Fields and Entries: corrected code for DS1 Local Channel in items 5, 8, 11, 21, 30, 38, 39, 40, 41, and 47.
8	05/15/03	Added copy of certification letter, service rearrangement information

Scope

This document is provided to CLECs as information regarding conversion of currently combined combinations to UNEs.

Product Name

Currently Combined UNE Combinations

Product Category

Unbundled Dedicated Transport

Product and Technical Description**Service Description**

Where necessary to comply with an effective FCC and/or State Commission order, BellSouth will convert currently combined transport combinations of network elements to UNE rates.

Features and Benefits

Dedicated transport is a point-to-point service and may consist of the following: local channel, interoffice channel, and local loops. Channelization may or may not be present.

The following definitions apply to the components:

1. Local Channel provides a dedicated point-to-point transmission path, and its associated electronics between a BST Serving Wire Center and CLEC's POP.
2. Interoffice Channel provides a dedicated point-to-point transmission path and its associated electronics between BST wire centers.
3. Channelization is an optional functionality performed when a higher-level facility is separated into lower level services, e.g. DS3 to 28 DS1s or DS1 to 24 DS0s. Channelization can be accomplished through the use of a multiplexer or a Digital Cross-connect System (DCS). Once the basic channelization system has been installed, channels can be activated all at once or on an as-needed basis. Lower level services ride the channelized facility. Channelization is available on a limited basis as described in NECA 4 tariff.
4. Local Loop (Subscriber Line) is a transmission facility between a distribution frame in a BellSouth central office (SWC) and an end user customer premise (NID).

The main benefits of requesting currently combined network elements to be converted to unbundled network elements is cost savings due to the difference in price.

Basic Service Capabilities

If requested, BellSouth will convert any currently combined network elements within its network to UNE rates. Special rules apply to the conversion of BellSouth Special Access loop transport combinations.

Service Rearrangements

BellSouth will, at a requesting CLEC customer's request, rearrange an existing facility. The Local Service Request (LSR) may be used to submit the request. Normal Service Inquiry considerations will apply. For a request of 15 or more service rearrangements of like services within a state, a spreadsheet will be accepted and the request will be project managed. In order to implement these services, the Interconnection agreement must include these services.



CFA



Transfer of
Ownership

Types of Rearrangements:

1) Change in Facility Assignment

This request is for BellSouth to move a working customer circuit from a CLEC Connecting Facility Assignment (CFA) to another of the CLEC's CFA. This assumes that the old and new CFA terminates at the same point of interface in the same building.

If an LSR is used, the Change in Facility Assignment per Circuit Service Rearrangement non-recurring charge is applicable. If a spreadsheet is used, the Change in Facility Assignment per Circuit Service Rearrangement non-recurring charge and the Change in Facility Assignment per Circuit Project Management non-recurring charge are applicable.

The minimum billing period is not impacted by this change.

2) Transfer of Ownership

This request is for BellSouth to change the ownership of a facility in all impacted systems including inventory and billing systems (e.g. name, address, telephone, etc.). It is essential that inventory records be updated to ensure proper maintenance interfaces.

Transfer of Ownership will require a Letter of Authorization authorizing BellSouth to transfer the ownership of a CLEC's facilities to another CLEC. If an LSR is submitted, use this form only. If a spreadsheet is submitted, use this form plus the spreadsheet.



Transfer of
Ownership LOA

If an LSR is used, the Transfer of Ownership per circuit rearrangement charge is applicable. If a spreadsheet is used, the Transfer of Ownership per Circuit Rearrangement non-recurring charge and the Transfer of Ownership per Circuit Project Management non-recurring charge are applicable.

When a manual service order is issued, the manual service order charge will apply.

Service rearrangements that consist of moving one end a customer purchased circuit are considered the issuance of new service and disconnection of an existing service and all associated non-recurring charges apply. The minimum billing period does apply to the disconnection of existing facilities. A new minimum billing period begins upon the issuance of new service.

Pre-Ordering Checklist

Availability

1. Currently Combined UNEs are available in all states, where combinations are currently combined and exist in the network.
2. The CLEC must negotiate or adopt pursuant to 47.U.S.C P 252(l) the rates, terms and conditions for Currently Combined UNE Combinations either in a new contract or an amendment added to a current contract.

In all locations in order to qualify for conversions of existing Special Access loop transport combinations, the CLEC shall certify that it is providing a significant amount of local exchange service over such combinations to a particular end user.

Unbundled network elements (UNEs) are not available for purchase or for conversion from Special Access or Private Line Circuits if such network elements will be used to provide wireless telecommunications services. UNE transport may not be connected to tariffed services.

Billing Information

- Any applicable termination liabilities associated with tariffed services will be applied.
- The Conversions of Currently Combined network components described in this package are either CABS to CABS services or CRIS to CABS services. CABS to CABS conversions consist of an in-place conversion; while, CRIS to CABS conversions will require Project Coordination for a physical facility change.
- Manual Order Coordination is included in the non-recurring charge.
- Overtime rates apply for work outside of 08:00am and 05:00pm local time. (Handled by CWINS on E0135 if this applies to the CLEC.)
- Recurring Charges:
 - Recurring charges will be applicable to the following components per circuit on each LSR:
 - ◆ Local Channel (may have mileage)
 - ◆ Local Loop (may have mileage)
 - ◆ Interoffice Facility Termination
 - ◆ Interoffice Mileage
 - ◆ Channelization (3/1 or 1/0)
 - ◆ Central Office Channel Interface

- Non-Recurring Charges:
 - ♦ The above services may have non-recurring charges in the states where BellSouth has been ordered to provide ordinarily combined network elements.
 - ♦ Optional Features & Functions:
 - ♦ Clear Channel Capability (B8ZS/ESF) Option per DS1
 - ♦ Clear Channel Capability (B8ZS/SF) Option per DS1
 - ♦ C-bit parity option per DS3
 - ♦ A Switch-As-Is-Conversion charge will apply in all states.
 - ♦ The USOC SOMAN will be added to the S&E of the service order to charge for the handling of each circuit on a manual LSR service request. A manual LSR received in the LCSC may be via FAX Server, U.S. Mail, or Courier Service.
 - ♦ State-specific Missed Appointment credits will apply.
 - ♦ Expedite charges for shorter intervals will apply.
 - ♦ Cancellation charges will apply.
 - ♦ Service Order Modification charges will apply.

Ordering Information

Ordering Process Description

To convert existing services to Currently Combined UNEs, the steps below should be followed. If the facility involves channelization a CLEC should convert the lower level services first, then convert the higher-level service.

1. For non-Special Access conversions, the CLEC will submit an LSR with a Change (C) activity type to the CLEC Care/Local Support Manager only to convert a previously ordered service to a Currently Combined UNE. The Local Support Manager will forward the LSR on the LCSC for processing. Mass conversions of services will be handled via a spreadsheet (15 or more circuits per state) (Florida is split between North and South) provided by the customer to the CLEC Care/Local Support Manager. All CLEC ordering documents should be sent to the CLEC Care/Local Support Manager who will forward the documents to the appropriate organizations.
2. For Special Access conversions, the CLEC will submit a Letter of Certification and an LSR with a Change (C) activity type to the CLEC Care/Local Support Manager only to convert a previously ordered service to a Currently Combined UNE. CLEC will specify under which option, the current circuit to a particular End User is being converted. The Local Support Manager will forward the LSR to the LCSC for processing.



Certification Letter

3. Mass conversions of services will be handled via a spreadsheet (15 or more circuits per state) (Florida is split between North and South) provided by the customer to the CLEC Care/Local Support Manager. All CLEC ordering documents should be sent to the CLEC Care/Local Support Manager who will forward the documents to the appropriate organizations.

(The CLEC will not be able to change the design or any other aspects of the circuit (CKT). Only the CKT ID, the Class of Service, and the billed US OC elements will be changed).



Conversion
Spreadsheet.xls

3. The LCSC receives the LSR and issues a Firm Order Confirmation (FOC) when a due date is set for the conversion. The LCSC will be the point of contact for converting a qualified CKT to UNE rates.

- Services must be totally converted to UNE pricing.
- No changes are permitted.
- If Special Access loop transport combinations, Significant Local Exchange Traffic Options must be selected per circuit.

Special Access Certification Options

If one of the following options is satisfied, the requirement of providing a significant amount of local exchange service to a particular end user is met:

Option 1

CLEC is certifies that it is exclusive provider of local exchange service. Loop-transport combinations must terminate at CLEC's collocation arrangement in at least one BellSouth Central Office (CO). This option does not allow loop-transport combinations to be connected BellSouth's tariffed services. Under this option, CLEC is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. CLEC can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic.

Option 2

CLEC certifies that it provides local exchange and exchange access service to the end user's premises and handles at least one third of end user customer's local traffic measured as a percent of total end user customer local dial-tone lines; and for DS1 circuits and above, at least 50% of the activated channels on the loop portion of the loop-transport combination have at least 5% local voice traffic individually; and the entire loop facility has at least 10% local voice traffic. When a loop-transport combination includes multiplexing, each DS1 circuit must meet the above criteria. The loop-transport combinations must terminate at CLEC's collocation arrangement in at least one BellSouth CO. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services.

Option 3

CLEC certifies that at least 50% of activated channels on a circuit are used to provide originating & terminating local dial-tone service and at least 50% of traffic on each of these local dial-tone channels is local voice traffic, and the entire loop facility has at least 33% local voice traffic. When a loop-transport combination includes multiplexing, each DS1 circuit must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. CLEC does not need to provide a defined portion of end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

Required/Valid Forms

Refer to LSR package for ordering conversions of Currently Combined combinations.

Required Fields by Form

Please refer to the *CLEC Ordering Guide* for more information on completing the forms.
<http://www.interconnection.bellsouth.com/guides/>

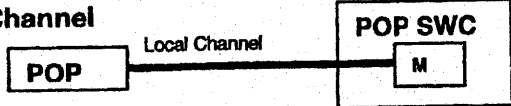
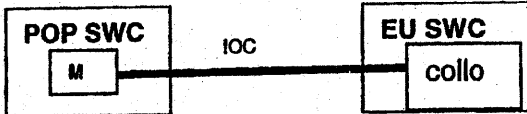
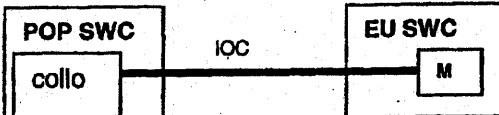
Critical Fields and Entries for these Products

NC, NCI, and SECNCI Fields on the LSR Form CFA field on the LS Form

LEGEND:
 POP: Point of Presence
 SWC: Serving Wire Center
 EU: End User
 IOC: Interoffice Channel
 M: Multiplexer
 NA: Not Applicable
 Collo: Collocation
 ---- : lower-level

Ref	Service Level	NC Code	NCI Code	SECNCI Code	CLEC Interface (CFA)
Non-channelized Facilities					
1-7 Non-channelized end-to-end					
1	2-wire VG Local Channel, IOC, and Local Channel	LY--	02LO (LPS) 02GO (GST) 02RV2.O (RVB)	02LS2 (LPS) 02LS2 (GST) 02RV2.T (RVB)	NA
2	4-wire VG Local Channel, IOC, and Local Channel	LY--	04LO2 (LPS) 04GO2 (GST)	04LS2 (LPS) 04LS2 (GST)	NA
3	56 KBPS Local Channel, Interoffice Channel, and Local Loop	LY--	04DU5.56	04DU5.56	NA
4	64 KBPS Local Channel, Interoffice Channel, and Local Loop	LY--	04DU5.64	04DU5.64	NA
5	DS1 Local Channel, IOC, and Local Loop	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	NA
6	DS3 Local Channel, IOC, and Local Loop	HF- - HFC-	04DS6.44	04DS6.44	NA
7	STS-1 Local Channel, IOC, and Local Loop	JL--	04ST6.A	04ST6.A	NA
8-10					
8	DS1 Local Channel and DS1 Local Loop	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	NA
9	DS3 Local Channel and Loop	HF- - HFC-	04DS6.44	04DS6.44	NA
10	STS-1 Local Channel and Loop	JL--	04ST6.A	04ST6.A	NA

Ref	Service Level	NC Code	NCI Code	SECNCI Code	CLEC Interface (CFA)
11-13 Non-channelized to collocation <div> </div>					
11	DS1 Local Channel and IOC terminating in collocation	HC-- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB9.11	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	PE1P1 (physical) or CNC1X (virtual)
12	DS3 Local Channel and IOC terminating in collocation	HF-- HFC-	04QB6.44	04DS6.44	PE1P3 (physical) or CNC3X (virtual)
13	STS-1 Local Channel and IOC terminating in collocation	JI--	04QB6.S1	04ST6.A	PE1P3 (physical) or CNC3X (virtual)
14-20 <div> </div>					
14	2-wire VG Local Loop and IOC terminating in collocation	LY--	02QC3.OOD_LPS) 02QC3.OOB(GST) 02QC3.RVO(RVB)	02LS2 (LPS) 02GS2 (GST) 02RV2.T(RVB)	PE1P2 (physical)
15	4-wire VG Local Loop and IOC terminating in collocation	LY--	02QC3.OOD(LPS) 02QC3.OOB(GST)	04LS2(LPS) 02GS2(GST)	PE1P4 (physical)
16	4-wire 56 kbps Local Loop and IOC terminating in collocation	LY--	04QC5.OOP	04DU5.56	PE1P4 (physical)
17	4-wire 64 kbps Local Loop and IOC terminating in collocation	LY--	04QC5.OOQ	04DU5.64	PE1P4 (physical)
18	DS1 Local Loop and IOC terminating in collocation	HC-- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB9.11	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	PE1P1 (physical) or CNC1X (virtual)
19	DS3 Local Loop and IOC terminating in collocation	HF-- HFC-	04QB6.33	04DS6.44	PE1P3 (physical) or CNC3X (virtual)
20	STS-1 Local Loop and IOC terminating in collocation	JI--	04QB6.S1	04ST6.A	PE1P3 (physical) or CNC3X (virtual)

Ref	Service Level	NC Code	NCI Code	SECNCI Code	CLEC Interface (CFA)
Higher-Level Portion of Channelized Facility					
21-23 Channelized Local Channel 					
21	DS1 Local Channel and DS1 Channelization	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15B 04DS9.1S	NA	NA
22	DS3 Local Channel and DS3 Channelization	HF-M HFZM	04DS8.44	NA	NA
23	STS-1 Local Channel and STS-1 Channelization	JIAA	04ST6.A	NA	NA
24-26 Collocated Channelized Interoffice Channel with mux in 					
24	Channelized DS1 IOC	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
25	Channelized DS3 IOC	HC+M	04QB6.33	NA	PE1P3 (physical) or CNC3X (virtual)
26	Channelized STS-1 IOC	JIAA	04QB6.S1	NA	PE1P3 (physical) or CNC3X (virtual)
27-29 Channelized Interoffice Channel with mux in EU SWC 					
27	Channelized DS1 Interoffice Channel from collocation	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
28	Channelized DS3 Interoffice Channel from collocation	HF-M HFZM	04QB6.33	NA	PE1P3 (physical) or CNC3X (virtual)
29	Channelized STS-1 Interoffice Channel from collocation	JIAA	04QB6.S1	NA	PE1P3 (physical) or CNC3X (virtual)

Ref	Service Level	NC Code	NCI Code	SECNCI Code	CLEC Interface (CFA)
30-32 Channelized Local Channel and Interoffice Channel with mux in EU SWC					
30	Channelized DS1 Local Channel and IOC with mux in EU SWC	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15 B 04DS9.1S	NA	NA
31	Channelized DS3 Local Channel and IOC with mux in EU SWC	HF- M HFZM	04DS6.44	NA	NA
32	Channelized STS-1 Local Channel and IOC with mux in EU SWC	JIAA	04ST6.A	NA	NA
33-35 Mux terminating in SWC					
33	Collocated DS1 Channelization	HC-M (AMI-SF) HCDM (AMI-ESF) HCZM (B8ZS-SF) HCEM (B8ZS-ESF)	04QB9.11	NA	PE1P1 (physical) or CNC1X (virtual)
34	Collocated DS3 Channelization	HF- M HFZM	04QB6.33	NA	PE1P3 (physical) or CNC3X (virtual)
35	Collocated STS-1 Channelization	JIAA	04QB6.S1	NA	PE1P3 (physical) or CNC3X (virtual)
Lower-Level Facility Riding Higher-Level Channelized Portion of Facility Above					
36					
36	DS1 Local Loop and IOC CFA mux to collo	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB6.33 [DS3] 04QB6.1S [STS-1]	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3 mux
37-39					
37	DS1 Local Loop CFA DS3 [STS-1] Local Channel	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS6.44 [DS3] 04ST6.A [STS-1]	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3 mux

Ref	Service Level	NC Code	NCI Code	SECNCI Code	CLEC Interface (CFA)
38	4-wire Local Loop CFA Channelized DS1 Local Channel	LY—(LPS) LY—(GST)	04DS9.15 04DS9.1K 04DS9.15 B 04DS9.1S	04LS2 04GS2	DS1 mux
39	2-wire Local Loop CFA Channelized DS1 Local Channel	LY—(LPS) LY—(GST) LY—(RVB)	04DS9.15 04DS9.1K 04DS9.15 B 04DS9.1S	02LS2 (LPS) 02LS2 (GST) 02RV2.T (RVB)	DS1 mux
40-42					
40	4-wire Local Loop and IOC CFA Channelized DS1 Local Channel	LY—(LPS) LY—(GST)	04DS9.15 04DS9.1K 04DS9.15 B 04DS9.1S	04LS2 04GS2	DS1 mux
41	2-wire Local Loop and IOC CFA Channelized DS1 Local Channel	LY—(LPS) LY—(GST) LY—(RVB)	04DS9.15 04DS9.1K 04DS9.15 B 04DS9.1S	02LS2 (LPS) 02LS2 (GST) 02RV2.T (RVB)	DS1 mux
42	DS1 Local Loop and IOF riding an existing CFA DS3 Local Channel	HC—(AMI-SF) HCD—(AMI-ESF) HCZ—(B8ZS-SF) HCE—(B8ZS-ESF) HF+M	04DS6.44	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3 mux
43					
43	DS1 Local Loop CFA Channelized DS3 [STS1] IOC and Local Channel	HC—(AMI-SF) HCD—(AMI-ESF) HCZ—(B8ZS-SF) HCE—(B8ZS-ESF)	04DS6.44 [04ST6.A]	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3 mux
44					
44	DS1 Interoffice from collocation CFA Channelized DS3 [STS-1] Local Channel	HC—(AMI-SF) HCD—(AMI-ESF) HCZ—(B8ZS-SF) HCE—(B8ZS-ESF)	04DS6.44 [04ST6.4]	04QB9.11	PE1P1 (physical) or CNC1X (virtual) and DS3 mux
45-47					
45	2-wire VG Local Channel CFA Channelization DS1 IOC terminating in collocation	LY—(LPS) LY—(GST) LY—(RVB)	02L02 (LPS) 02G02 (GST) 02RV2.T (RVB)	04QB9.11	DS1 mux

Ref	Service Level	NC Code	NCI Code	SECNCI Code	CLEC Interface (CFA)
46	4-wire VG Local Channel CFA Channelized DS1 IOC terminating in collocation	LY- (LPS) LY- (GST)	04L0 (LPS) 04G0 (GST)	04QB9.11	DS1 mux
47	DS1 Local Channel CFA Channelized DS3 [STS-1] IOC terminating in collocation	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04DS9.15 04DS9.1K 04DS9.15 B 04DS9.1S	04QB6.33 [04QB6.S1]	DS3 mux
48-54	POP SWC collo	IOC	EU SWC M	Loop	EU
48	2-wire VG Local Loop CFA to Channelized DS 1 IOC terminating in collocation	LY- -	04QB9.11 (LPS) 04QB9.11 (GST) 04QB9.11 (RVB)	02LS2 (LPS) 02GS2 (GST) 02RV2.T (RVB)	DS1 Mux
49	4-wire VG Local Loop CFA to Channelized DS 1 IOC terminating in collocation	LY- -	04QB9.11 (LPS) 04QB9.11 (GST)	04LS2 (LPS) 04GS2 (GST)	DS1 Mux
50	2-wire ISDN Local Loop CFA to Channelized DS 1 IOC terminating in collocation	LY- -	04QB9.11	02IS5	DS1 Mux
51	4-wire 56kbps Local Loop CFA to Channelized DS 1 IOC terminating in collocation	LY- -	04QB9.11	04DU5.56	DS1 Mux
52	4-wire 64kbps Local Loop CFA to Channelized DS 1 IOC terminating in collocation	LY- -	04QB9.11	04DU5.64	DS1 Mux
53	DS1 Local Loop CFA to Channelized DS 3 IOC terminating in collocation	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB6.33	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	DS3 Mux
54	DS1 Local Loop CFA to Channelized STS-1 IOC terminating in collocation	HC- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB6.S1	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	STS-1 Mux

Notes:

- The NCI always represents the highest service involved in the request.
- The SECNCI, if there is any, always represents the lowest level of service involved.
- Two orders are required for facilities of mixed bandwidth. One is required for the Higher-Level Portion of Channelized Facility and another is required for the Lower-Level Facility Riding Higher-Level Channelized Portion of Facility.

In addition to the NC, NCI, SECNCI and any CFA fields on the LSR, the **REMARKS** and **APOT** fields on the LSR are critical for ordering. Please populate the **REMARKS** field with the exact product name you are ordering.

Any Applicable USOCs and/or FIDs

Collocation / HTN

Level of Service	USOC Description	USOC	CFA
DS1	Holding USOC	HTN	T3
DS1	Physical Collocation Cross Connect	PE1P1	T1TIE
DS1	Physical Collocation Pot Bay	PE1PG	T1TIE
DS1	Virtual Collocation Cross Connect	CNC1X	T1TIE

Service Rearrangement

Description	USOC
Change in Facility Assignment per Circuit - Service Rearrangement	URETD
Change in Facility Assignment per Circuit - Project Management	URETB
Transfer of Ownership per Circuit Service Rearrangement	URETE
Transfer of Ownership per Circuit - Project Management	URETC

Central Office Channel Interface

Level of Service	USOC Description	USOC
Voice Grade	Central Office Channel Interface (COCI)	1D1VG
Data DS0	Central Office Channel Interface (COCI)	1D1DD
DS1	Central Office Channel Interface (COCI)	UC1D1

Interoffice Channel

Level of Service	USOC Description	USOC
ALL	Interoffice Channel (Per Mile)	1L5XX
2 Wire Voice Grade	2 Wire Interoffice Channel (Facility Termination)	U1TV2
4 Wire Voice Grade	4 Wire Interoffice Channel (Facility Termination)	U1TV4
4 Wire Data DS0	4 Wire 56KB Interoffice Channel (Facility Termination)	U1TD5
4 Wire Data DS0	4 Wire 64KB Interoffice Channel (Facility Termination)	U1TD6
DS1	DS1 Interoffice Channel (Facility Termination)	U1TF1
DS3	DS3 Interoffice Channel (Facility Termination)	U1TF3

STS-1	STS-1 Interoffice Channel (Facility Termination)	U1TFS
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Loop

Level of Service	USOC Description	USOC
DS3 & above	Local Loop Mileage	1L5ND
2 Wire Voice Grade analog	2 Wire Voice Grade Loop	UEAL2
4 Wire Voice Grade analog	4 Wire Voice Grade Loop	UEAL4
4 Wire 56KB Data DS0	4 Wire 4KB Data Loop	UDL56
4 Wire 64KB Data DS0	4 Wire 64KB Data Loop	UDL64
DS1	DS1 Loop	USLXX
DS3	DS3 Loop	UE3PX
STS-1	STS-1 Loop	UDLS1

Pricing

Recurring rates for Currently Combined UNEs will be the sum of the recurring rates for the individual network element rates, unless otherwise ordered by state regulatory agency. BellSouth will charge a non-recurring "Switch-As-Is" conversion charge as set forth in the Interconnection Agreement.

Please note, however, all pricing is specific to the CLEC's Interconnection Agreement.

Intervals

All Due Date/Intervals are calculated upon the receipt of an error free LSR from the CLEC. Please see the Products and Services Interval Guide at the web address below.

<http://www.interconnection.bellsouth.com/guides/>

Maintenance and Repair Process

- BellSouth will maintain and repair the facilities and equipment that it furnishes. The customer or customer's end-user may not rearrange, disconnect, remove, or attempt to repair any equipment installed by BellSouth.
- The customer is responsible for testing and isolation of all troubles to the BellSouth network. BellSouth is responsible for testing, sectionalizing, and repair of all customer reported troubles. The trouble reporting procedure must conform to the established trouble receipt process.
- Customer Wholesale Interconnection Network Service (CWINS) will process EO-135 charges based on applicable tariff rules.
- The CWINS will handle CLEC calls as they do for CLEC referrals.
- Maintenance intervals of NSC services are the same as the maintenance for comparable services ordered as retail service.
- The CWINS will enter the CLEC trouble report in WFA-C and test to isolate the source of the trouble. The WFA ticket will be dispatched to the Central Office as needed for additional testing or trouble resolution.
- The CLEC may call to request status on the report or escalate to UNEC management if commitment time is exceeded. After all problems within the BellSouth area of responsibility have been tested and corrected, the UNEC Technician will contact the CLEC to report the results of testing and repair.

BellSouth Telecommunications, Inc.

Tennessee Regulatory Authority

Docket No. 03-00119

ITC^DeltaCom's First Request for Production of Documents

June 12, 2003

Item No. 7

ATTACHMENT

Collocation Agreement

By and Between

ITC^DeltaCom Communications, Inc.

and

BellSouth Telecommunications, Inc.

PHYSICAL COLLOCATION AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ITC^DeltaCom Communications, Inc., formerly DeltaCom, Inc., ("DeltaCom"), an Alabama corporation, and shall be deemed effective as of , 1998. This Agreement may refer to either BellSouth or DeltaCom or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state of Georgia; and

WHEREAS, DeltaCom is an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of Georgia; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and DeltaCom agree as follows:

I. SCOPE OF AGREEMENT

A. DeltaCom hereby grants to BellSouth a right to occupy that certain enclosed area designated by DeltaCom within a DeltaCom point of presence site (hereinafter "DeltaCom POP Site") of a size and dimension which is specified by BellSouth and agreed to by DeltaCom (hereinafter "Collocation Space"). DeltaCom will design and construct at BellSouth's agreed upon expense, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the DeltaCom POP Site dedicated to DeltaCom's use.

B. BellSouth shall use the Collocation Space for the purposes of providing services to BellSouth's customers, installing, maintaining and operating BellSouth's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by DeltaCom. Pursuant to Article III, following, BellSouth may place BellSouth-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of BellSouth-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to DeltaCom services and facilities, BellSouth may connect to other interconnectors within the designated DeltaCom POP Site. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by DeltaCom.

C. BellSouth may not provide or make available space within the Collocation Space to any third party. Notwithstanding the foregoing, any wholly owned affiliate of BellSouth (i.e., BellSouth's Parent, subsidiary or any entity under common ownership and control with BellSouth) who elects to be made a party to this Agreement may collocate within any DeltaCom POP Site in a separate Collocation Space pursuant to this Agreement by completing the Application/Inquiry process provided for in this Agreement. Any violation of this provision shall be deemed a material breach of this Agreement.

D. BellSouth agrees to pay the rates and charges identified at Exhibit A attached hereto.

E. A Collocation Space will be provided to BellSouth at each DeltaCom POP Site identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional DeltaCom POP Sites are made subject to the terms of this Agreement.

II. TERM OF AGREEMENT

A. Term. The term of this Agreement shall be coterminous with the Interconnection Agreement between DeltaCom, Inc., and BellSouth Telecommunications, Inc., the term of which commenced on July 1, 1997, and scheduled to expire on June 30, 1999, or otherwise extended as provided therein.

B. Expiration of Initial Term. Upon expiration of the initial term, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under one of the following as agreed to by the Parties: (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the appropriate regulatory agency in each of the nine states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, (c) Tariff terms and conditions generally available to interconnecting companies, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until an arbitration proceeding has been concluded by the Parties.

C. Commencement Date. The "Commencement Date" shall be the first day after BellSouth's equipment becomes operational as described in Article II.D, following.

D. Occupancy. DeltaCom will notify BellSouth when the Collocation Space is ready for occupancy. BellSouth must place operational telecommunications equipment in the Collocation Space and connect with DeltaCom's network within one hundred eighty (180) days after receipt of such notice. DeltaCom may consent to an extension beyond 180 days upon a demonstration by BellSouth that circumstances beyond its reasonable control prevented BellSouth from completing installation by the prescribed date. If BellSouth fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from DeltaCom, then and in that event BellSouth's right to occupy the Collocation Space terminates and DeltaCom shall have no further obligations to BellSouth with respect to said Collocation Space. Termination of BellSouth's rights to the Collocation Space pursuant to this paragraph shall not operate to release BellSouth from its obligation to reimburse DeltaCom for all costs reasonably incurred by DeltaCom in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, BellSouth's telecommunications equipment will be deemed operational when cross-connected to DeltaCom's network for the purpose of service provision.

E. Termination. BellSouth may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to DeltaCom. Upon termination of such occupancy, BellSouth at its expense shall remove its equipment and other property from the Collocation Space. BellSouth shall have thirty (30) days from the termination date to complete such removal; provided, however, that BellSouth shall continue payment of monthly fees to DeltaCom until such date as BellSouth has fully vacated the Collocation Space. Should BellSouth fail to vacate the Collocation Space within thirty (30) days from the termination date, DeltaCom shall have the right to remove the equipment and other

property of BellSouth at BellSouth's expense and with no liability for damage or injury to BellSouth's property unless caused by the negligence or intentional misconduct of DeltaCom.

III. USE OF COLLOCATION SPACE

A. Nature of Use. DeltaCom shall permit BellSouth to place, maintain and operate in the Collocation Space any equipment that BellSouth is authorized, as described herein, by DeltaCom and by Federal or State regulators to place, maintain and operate in Collocation Space and that is used by BellSouth to provide services which BellSouth has the legal authority to provide. The equipment must at a minimum comply with the BellCore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063) and National Electric Code standards. BellSouth may elect to enclose the Collocation Space. BellSouth shall not use the Collocation Space for marketing purposes. BellSouth shall place no signs or marking of any kind (except for a plaque or other identification affixed to BellSouth's equipment and reasonably necessary to identify BellSouth's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the DeltaCom POP Site housing the Collocation Space.

B. Entrance Facilities. BellSouth may elect to place BellSouth-owned entrance facilities into the Collocation Space. DeltaCom will designate the point of interconnection in proximity to the DeltaCom POP Site building housing the Collocation Space, such as an entrance manhole or a cable vault. BellSouth will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. No splicing will be permitted in the entrance manhole. BellSouth will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the BellSouth's equipment in the Collocation Space. BellSouth must contact DeltaCom for instructions prior to placing the entrance facility cable in the manhole. BellSouth is responsible for maintenance of the entrance facilities. Dual entrance will be permitted where capacity exists. The interconnection point for entrance facilities extending from a rooftop antenna will be designated by DeltaCom on the Application/Inquiry response.

C. Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between BellSouth's equipment and/or network and DeltaCom's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth may, at its option, provide its own point-of-termination bay(s) in accordance with DeltaCom's guidelines and specifications, which DeltaCom will provide upon request.

D. BellSouth's Equipment and Facilities. BellSouth is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by BellSouth in the Collocation Space. Without limitation of the foregoing provisions, BellSouth will be responsible for servicing, supplying, repairing, installing and maintaining the following on its side of the demarcation point: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by DeltaCom; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

E. Easement Space. From time to time DeltaCom may require access to the Collocation Space. DeltaCom retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). DeltaCom will give reasonable notice to BellSouth when access to the Collocation Space is

required. BellSouth may elect to be present whenever DeltaCom performs work in the Collocation Space. The Parties agree that BellSouth will not bear any of the expense associated with this work.

F. Access and Administration. BellSouth shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at DeltaCom POP Sites where separate, secured ingress and egress are not available and access would require BellSouth to traverse restricted areas. All employees, agents and contractors of BellSouth having access to the Collocation Space shall comply with DeltaCom's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by BellSouth or certified vendor which contains a current photo, the individual's name and company name/logo. BellSouth agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, BellSouth shall surrender the Collocation Space to DeltaCom in the same condition as when first occupied by the BellSouth except for ordinary wear and tear.

G. Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by DeltaCom or by any other interconnector located in the DeltaCom POP Site; shall not endanger or damage the facilities of DeltaCom or of any other interconnector, the Collocation Space, or the DeltaCom POP Site; shall not compromise the privacy of any communications carried in, from, or through the DeltaCom POP Site; and shall not create an unreasonable risk of injury or death to any individual or to the public. If DeltaCom reasonably determines that any equipment or facilities of BellSouth violate the provisions of this paragraph, DeltaCom shall give written notice to BellSouth, which notice shall direct BellSouth to cure the violation within twenty-four (24) hours or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. If BellSouth fails to take curative action within 24 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by DeltaCom, then and only in that event DeltaCom may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to BellSouth's equipment. DeltaCom will endeavor, but is not required, to provide notice to BellSouth prior to taking such action and shall have no liability to BellSouth for any damages arising from such action, except to the extent that such action by DeltaCom constitutes gross negligence or willful misconduct.

H. Personalty and its Removal. Subject to requirements of this Agreement, BellSouth may place or install in or on the Collocation Space such facilities and equipment as it deems desirable for the conduct of business. Personal property, facilities and equipment placed by BellSouth in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by BellSouth at any time. Any damage caused to the Collocation Space by BellSouth's employees, agents or representatives during the removal of such property shall be promptly repaired by BellSouth at its expense.

I. Alterations. In no case shall BellSouth or any person acting on behalf of BellSouth make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the DeltaCom POP Site without the written consent of DeltaCom, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by BellSouth.

IV. ORDERING AND PREPARATION OF COLLOCATION SPACE

A. Application for Space. BellSouth shall submit to DeltaCom a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in BellSouth's Collocation Space(s) and an estimate of the amount of square footage required. DeltaCom will respond to BellSouth's Application in writing following the completion of review, planning and design activities. Such response will include estimates on space availability, space preparation costs and space availability dates.

B. Bona Fide Firm Order. BellSouth shall indicate its intent to proceed with equipment installation in a DeltaCom POP Site by submitting a Bona Fide Firm Order to DeltaCom. A Bona Fide Firm Order requires BellSouth to complete the Application/Inquiry process described in Article IV.A preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article V, following. The Bona Fide Firm Order must be received by DeltaCom no later than thirty (30) days after DeltaCom's response to BellSouth's Application/Inquiry. Space preparation for the Collocation Space will not begin until DeltaCom receives the Bona Fide Firm Order and all applicable fees.

C. Use of Certified Vendor. BellSouth shall select an equipment installation vendor which has been approved as a DeltaCom Certified Vendor to perform all engineering and installation work required in the Collocation Space. DeltaCom shall provide BellSouth a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing BellSouth's equipment and components, extending power cabling to the DeltaCom power distribution frame, performing operational tests after installation is complete, and notifying DeltaCom's equipment engineers and BellSouth upon successful completion of installation. The Certified Vendor shall bill BellSouth directly for all work performed for BellSouth pursuant to this Agreement and DeltaCom shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor.

D. Alarm and monitoring. DeltaCom shall place environmental alarms in the DeltaCom POP Site for the protection of DeltaCom equipment and facilities. BellSouth shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the Collocation Space, if such equipment is desired by BellSouth for the protection of its own equipment and facilities. Upon request, DeltaCom will provide BellSouth with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by BellSouth.

E. Basic Telephone Service. Upon request of BellSouth, DeltaCom will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the then current tariff offering for the service requested.

F. Space Preparation. DeltaCom shall pro rate the costs of any renovation or upgrade to DeltaCom POP Site space or support mechanisms which is required to accommodate physical collocation. BellSouth's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by BellSouth divided by the total DeltaCom POP Site square footage receiving renovation or upgrade. For this section, support mechanisms provided by DeltaCom may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per DeltaCom POP Site basis. DeltaCom will make best efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise BellSouth of delays.

BellSouth agrees DeltaCom shall not be liable to BellSouth for delays in providing possession of the Collocation Space.

G. Space Enclosure. Upon request of BellSouth, DeltaCom shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. BellSouth may request enclosed floor space in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet. BellSouth may, at its option, arrange with a DeltaCom certified contractor to construct the space enclosure in accordance with DeltaCom's guidelines and specifications. Such contractor shall directly bill BellSouth for activities associated with the space enclosure construction.

H. Cancellation. If BellSouth cancels its order for the Collocation Space(s), BellSouth will reimburse DeltaCom for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount BellSouth would have otherwise paid for work undertaken by DeltaCom if no cancellation of the order had occurred.

V. **RATES AND CHARGES**

BellSouth shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following:

A. Non-recurring Fees. In addition to the Application Fee referenced in Article IV preceding, BellSouth shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following BellSouth's receipt of a bill or invoice from DeltaCom. DeltaCom shall provide documentation to establish the actual Space Preparation Fee. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection. The Space Preparation Fee will be pro rated as prescribed in Article IV.F preceding. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. DeltaCom's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, upon the same terms and conditions as provided in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by DeltaCom to BellSouth in the Application Response.

B. Floor Space. The floor space charge includes charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the DeltaCom POP Site but does not include amperage necessary to power BellSouth's equipment. When the Collocation Space is enclosed by walls or other divider, BellSouth shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, BellSouth shall pay floor space charges based upon the number of square feet contained in a shadow print of BellSouth's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents BellSouth's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which DeltaCom releases the Collocation Space for occupancy or on the date BellSouth first occupies the Collocation Space, whichever is sooner.

C. Power. Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to BellSouth's equipment or space enclosure. Fuses and

power feed cables (A&B) must be engineered (sized), furnished and installed by BellSouth's certified vendor. The BellSouth's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event DeltaCom shall be required to construct additional DC power plant or upgrade the existing DC power plant in a DeltaCom POP Site as a result of BellSouth's request to collocate in that DeltaCom POP Site ("Power Plant Construction"), BellSouth shall pay all costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within DeltaCom's sole, but reasonable, discretion. DeltaCom will notify BellSouth of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if DeltaCom were to perform the Power Plant Construction. BellSouth shall pay DeltaCom one-half of the estimated Power Plant Construction costs prior to commencement of the work. BellSouth shall pay DeltaCom the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. BellSouth has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a DeltaCom certified contractor and such contractor shall comply with DeltaCom's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement, BellSouth shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to DeltaCom's existing power plant, upon termination of this Agreement, such upgrades shall become the property of DeltaCom.

D. Security Escort. A security escort will be required whenever BellSouth or its approved agent desires access to the entrance manhole or must traverse a restricted area within the DeltaCom POP Site. Rates for a DeltaCom security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

E. Rate "True-Up". The Parties agree that the interim prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving DeltaCom before the regulatory authority for the State in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, BellSouth shall pay the difference to DeltaCom. If the Total Final Price is less than the Total Interim Price, DeltaCom shall pay the difference to BellSouth. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

F. Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). BellSouth will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

VI. INSURANCE

A. BellSouth at its sole discretion shall maintain self insurance policies and practices to cover commercial general liabilities, statutory workers compensation and employers liability requirements. In the event BellSouth does not maintain self insurance, the following shall apply:

A.1. BellSouth shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

A.2. BellSouth shall maintain the following specific coverages:

a. Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). DeltaCom shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

b. Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

c. BellSouth may elect to purchase business interruption and contingent business interruption insurance, having been advised that DeltaCom assumes no liability for loss of profit or revenues should an interruption of service occur.

A.3. The limits set forth in Article VI.A.2 above may be increased by DeltaCom from time to time during the term of this Agreement upon thirty (30) days notice to BellSouth to at least such minimum limits as shall then be customary with respect to comparable occupancy of DeltaCom structures.

A.4. All policies purchased by BellSouth shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by DeltaCom. All insurance must be in effect on or before the date equipment is delivered to DeltaCom's DeltaCom POP Site and shall remain in effect for the term of this Agreement or until all BellSouth's property has been removed from DeltaCom's DeltaCom POP Site, whichever period is longer. If BellSouth fails to maintain required coverages, DeltaCom may pay the premiums thereon and seek reimbursement of same from BellSouth.

A.5. BellSouth shall submit certificates of insurance reflecting the coverages required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. BellSouth shall arrange for DeltaCom to receive thirty (30) days advance notice of cancellation from BellSouth's insurance company. BellSouth shall forward a certificate of insurance and notice of cancellation to DeltaCom at the following address:

Mr. Steve Moses, Sr. Vice President
ITC^DeltaCom Communications, Inc.
1241 O.G. Skinner Drive
West Point, GA 31833

A.6. BellSouth must conform to recommendations made by DeltaCom's fire insurance company to the extent DeltaCom has agreed to, or shall hereafter agree to, such recommendations.

A.7. Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

VII. MECHANICS LIENS

If any mechanics lien or other liens shall be filed against property of DeltaCom, or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for BellSouth or by reason of any changes, or additions to DeltaCom property made at the request or under the direction of the BellSouth, BellSouth shall, within thirty (30) days after receipt of written notice from DeltaCom either pay such lien or cause the same to be bonded off DeltaCom's property in the manner provided by law. BellSouth shall also defend on behalf of DeltaCom, at BellSouth's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and BellSouth shall pay any damage and discharge any judgment entered thereon.

VIII. INSPECTIONS

DeltaCom shall conduct an inspection of BellSouth's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between BellSouth's equipment and equipment of DeltaCom. DeltaCom may conduct an inspection if BellSouth adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. DeltaCom shall provide BellSouth with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections.

IX. SECURITY

Only DeltaCom employees, DeltaCom certified vendors and authorized employees or agents of BellSouth will be permitted in the DeltaCom POP Site. BellSouth shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the DeltaCom POP Site. DeltaCom may refuse entry to any person who fails to display the identification required by this section.

X. INDEMNITY / LIMITATION OF LIABILITY

A. Liability Cap.

I. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by DeltaCom pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, DeltaCom's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement, for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, by any BellSouth customer or by any other persons or entity resulting from the gross negligence or willful misconduct of DeltaCom and claims for damages by BellSouth

resulting from the failure of DeltaCom to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

2. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by DeltaCom, any DeltaCom customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by DeltaCom, any DeltaCom customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by DeltaCom resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

B. Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service provided by BellSouth to its customers.

C. Neither Party shall be liable for damages to the other Party's terminal location, point of interconnection, or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct.

D. No Consequential Damages - Except as otherwise provided in this Article X, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby agrees to hold harmless the other Party and such other Party's affiliates, and their respective officers, directors, employees and agents from all such damages. Provided, however, nothing contained in this Article X shall limit a Party's liability to the other for (i) willful or intentional misconduct, gross negligence, or failure to honor one or more of the material provisions of this Agreement in one or more material respects; (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by a Party's negligent act or omission or that of its agents, subcontractors or employees, nor shall anything contained in this Article X limit the Parties' indemnification obligations as specified herein.

E. Obligation to Indemnify.

1. Each Party (the "Indemnifying Party") shall, and hereby agrees to, defend at the other Party's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim") (i) arising from any breach of any representation, warranty or covenant made by such indemnifying party in this Agreement,

or (ii) based upon injuries or damage to any person or property arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions of the Indemnifying Party employees, agents and subcontractors.

2. Promptly after receipt of notice of any Claim or the commencement of any action for which a Party may seek indemnification pursuant to this Article X, the Indemnitee shall promptly give written notice clearly referencing this Article X to the Indemnifying Party of such Claim or action; provided, however, the Indemnitee's failure to so notify the Indemnifying Party will not relieve the latter from any liability it may have to the Indemnitee except to the extent the Indemnifying Party is actually prejudiced by such failure. The Indemnitee shall cooperate, at the indemnifying Party's expense, with all reasonable requests made by the Indemnifying Party for assistance or information relating to such Claim or action. The Indemnitee will have the right to participate in the investigation, defense and settlement of such Claim or action, with separate counsel chosen and paid for by the Indemnitee. However, the Indemnifying Party will have the right to control the defense and settlement of such Claim or action.

F. Each Party's failure to perform under this Agreement shall be excused by labor strikes, civil commotion, criminal actions taken against them, acts of God, and other circumstances beyond their reasonable control.

G. The obligations of the Parties contained within this Article X shall survive the expiration of this Agreement.

XI. PUBLICITY

Either Party agrees to submit to the other Party all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of the other Party and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of the other Party and/or any of its affiliated companies, and each Party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other Party's prior written consent.

XII. DESTRUCTION OF COLLOCATION SPACE

In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for BellSouth's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for BellSouth's permitted use, or is damaged and the option to terminate is not exercised by either party, DeltaCom covenants and agrees to proceed promptly without expense to BellSouth, except for improvements not the property of DeltaCom, to repair the damage. DeltaCom shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of DeltaCom, which causes shall not be construed as limiting factors, but as exemplary only. Where allowed and where practical in the sole judgment of DeltaCom, BellSouth may erect a temporary facility while DeltaCom rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or

repaired, BellSouth shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for BellSouth's permitted use, until such Collocation Space is fully repaired and restored and BellSouth's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

XIII. EMINENT DOMAIN

If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by DeltaCom of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, DeltaCom and BellSouth shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

XIV. FORCE MAJEURE

Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

XV. ASSIGNMENT

BellSouth acknowledges that this Agreement does not convey any right, title or interest in the DeltaCom POP Site to BellSouth. BellSouth may not sublet its rights under this Agreement, nor shall it allow a third party to use or occupy the Collocation Space at any time or from time to time without the prior written consent, and at the sole discretion, of DeltaCom. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

XVI. NONEXCLUSIVITY

BellSouth understands that this Agreement is not exclusive and that DeltaCom may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

XVII. NO IMPLIED WAIVER

No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

XVIII. NOTICES

Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by BellSouth or DeltaCom in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the Parties as follows:

To BellSouth:

BellSouth Telecommunications, Inc.



To DeltaCom:

ITC^DeltaCom Communications, Inc.
1241 O.G. Skinner Drive
West Point, Georgia 31833
Attn: Steve Moses, Sr. Vice President

With copy to:

ITC^DeltaCom Communications, Inc.
700 Boulevard South, Suite 101
Huntsville, Alabama 35802
Attn: General Counsel

Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

XIX. RESOLUTION OF DISPUTES

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

XX. SECTION HEADINGS

The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

XXI. AUTHORITY

Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

XXII. REVIEW OF AGREEMENT

The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The parties further agree that this Agreement shall be deemed to have been drafted by both Licensor and Licensee and the terms and conditions contained herein shall not be construed any more strictly against one party or the other. This

Agreement is entered without prejudice to any positions which either Party has taken, or may take in the future, before any legislative, regulatory, judicial or other governmental body.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the date indicated below.

ITC^DELTACOM COMMUNICATIONS, INC. BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Authorized Signature

Steve Moses
Sr. Vice President

Date: _____

By: _____
Authorized Signature

Jerry Hendrix
Director

Date: _____

Schedule of Rates and Charges

<u>Rate Element Description</u>		<u>Type of Charge</u>	<u>Charge</u>
Application Fee		NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1)		NRC (per Arrangement, per C.O.)	\$1,600.00
Space Preparation Fee (Note 2)		NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)		NRC (per 100 square feet)	\$4,500.00
Space Preparation and Construction			
Reimbursement for ATHNGAMA		NRC (see Note 3)	\$26,000.00
Additional Engineering Fee (Note 4)		NRC	ICB
Cable Installation		NRC (per entrance cable)	\$2,750.00
Floor Space	Zone A	RC (per square foot)	\$7.50
	Zone B	RC (per square foot)	\$6.75
Power		RC (per amp)	\$5.00
Cable Support structure		RC (per entrance cable)	\$13.35
Cross-Connects	2-wire	RC (per cross-connect)	\$0.30
	4-wire	RC (per cross-connect)	\$0.50
	DS1	RC (per cross-connect)	\$8.00
	DS3	RC (per cross-connect)	\$72.00
	2-wire	NRC (first cross-connect)	\$19.20
	4-wire	NRC (first cross-connect)	\$19.20
	DS1	NRC (first cross-connect)	\$155.00
	DS3	NRC (first cross-connect)	\$155.00
	2-wire	NRC (each additional cross-connect)	\$19.20
	4-wire	NRC (each additional cross-connect)	\$19.20
	DS1	NRC (each additional cross-connect)	\$27.00
	DS3	NRC (each additional cross-connect)	\$27.00
POT Bay	2-wire	RC (per cross-connect)	\$0.40
	4-wire	RC (per cross-connect)	\$1.20
	DS1	RC (per cross-connect)	\$1.20
	DS3	RC (per cross-connect)	\$8.00
Additional Security Access Cards		NRC-ICB (each)	\$10.00

Schedule of Rates and Charges (cont.)

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Direct Connection (Note 5)		
(1) Fiber Arrangement	RC (per cable, per linear foot)	\$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	\$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
Security Escort		
Basic - first half hour	NRC-ICB	\$41.00
Overtime - first half hour	NRC-ICB	\$48.00
Premium - first half hour	NRC-ICB	\$55.00
Basic - additional half hour	NRC-ICB	\$25.00
Overtime - additional half hour	NRC-ICB	\$30.00
Premium - additional half hour	NRC-ICB	\$35.00

Notes

NRC: Non-recurring Charge - one-time charge
 RC: Recurring Charge - charged monthly
 ICB: Individual Case Basis - one-time charge

- (1) Subsequent Application Fee. DeltaCom requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require DeltaCom to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), DeltaCom will assess the Subsequent Application Fee in lieu of the Application Fee.
- (2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a DeltaCom POP Site, which include survey, engineering, design and building modification costs. DeltaCom will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials,

Schedule of Rates and Charges (cont.)

Notes (cont.)

- (2) (cont.)
and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. BellSouth may, at its option, arrange with a DeltaCom certified contractor to construct the space enclosure in accordance with DeltaCom's guidelines and specifications. In this event, the contractor shall directly bill BellSouth for the space enclosure, and this fee shall not be applicable.
- (3) Additional Engineering Fee. DeltaCom's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, upon the same terms and conditions as provided in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by DeltaCom in the Application Response.
- (4) Direct Connection. As stated in Article I.B of the Agreement, BellSouth may connect to other interconnectors within the designated DeltaCom POP Site in addition to, and not in lieu of, interconnection to DeltaCom services and facilities. BellSouth must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by BellSouth. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; DeltaCom shall provide an estimate of these charges in the Application Response.

EXHIBIT B

Bona Fide Physical Collocation Arrangements

DeltaCom POP Site Name:
DeltaCom POP Site CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

DeltaCom POP Site Name:
DeltaCom POP Site CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

DeltaCom POP Site Name:
DeltaCom POP Site CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

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DeltaCom POP Site CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

DeltaCom POP Site Name:
DeltaCom POP Site CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

DeltaCom
Reverse Collocation Negotiation Contacts

Contacts: Sarah Chenoweth 706-645-9045 took Janine's place
Rodney Hyatt 256-650-3846 Atty
Janine Kemp Moses 256-241-6292 JKM Consulting pg 888-842-9806

BellSouth: Brenda Douglas 205-321-7726 AE
Mike Honfinger 205-321-7795 SD

Date	Topic
6-22-98	Letter from Jerry Hendrix to Steve Moses. BellSouth will not pay for collocation in CLEC's premises.
6-29	Letter from Steve Moses to Jerry Hendrix. DeltaCom says BellSouth is required to provide interconnecting trunking.
7-23	Letter from Jerry Hendrix to Steve Moses. BellSouth will negotiate Reverse Collocation for Local Interconnection. (DeltaCom did not include this letter in their GA complaint.)
8-4	Called Sarah. Asked her to send electronic copy of their proposed agreement. They want to go month-to-month, no fees until their Collocation agreement with us expires. Then make a reciprocal "Master" collocation agreement b/t BST and DC. Jerry, Mary Jo, Pam say NO.
8-4	I called Sarah. Told her we don't want reciprocal Collo Agmt. Told her we are developing an agmt for their review. She will try to reach Rodney.
8-5	Rodney called. Told him we are developing contract. Told him we will negotiate rates for Local Interconnection only. He want to know whether we will pay our rates to them for collocation.
8-6	Sent our proposal to Rodney, Sarah, Steve Moses via Internet. Rodney confirmed receipt. He thanked me.
8-11	I called Rodney. He had someone in his office. Left msg to tell him that we will negotiate rates that are $[\$0 \leq \text{rate we pay} \leq \text{BST rates}]$ after we clarify terms and conditions of contract. Asked who my point of contact will be for negotiation. Asked him to call me.
8-12	Sarah called. She will call to tell me who my point of contact will be. May be Rodney or Janine Moses (formerly Kemp).
8-25	I called Sarah. Left message for her to call with contact. Asked for feedback on our proposed contract and to see their counterproposal. I asked that we continue to discuss the contract while the attorneys work out their issues to save time and e better prepared to move forward after we resolve the complaint issues.
8-25	Sarah called. She said Janine Moses will be contact (number above).
8-25	Left message on Janine's VMS. Paged her (12:42).
8-26	Janine left message. Sarah passed info on to Janine. Janine has not had a chance to review our proposal. She will be traveling and will try to review on the plane. Would like to discuss it perhaps Thursday or Friday.
8-26	Called Rodney's office for phone number. He picked up. Told him I would like to continue to negotiate our contract while our attorneys work out the complaint filed at the GA PSC so we would be ready to go. He liked the idea.
8-28	Met with Steve Moses, Tom Hyde, _____, Attorneys (David Adelman, 404-853-8206). Reviewed issues raised in GA complaint. They wanted us to add our rates to our proposal.
9-1	Spoke with Nanette, Janine. Both received proposal. They will discuss. We will discuss changes, both Nanette's items and anything they see in current proposal. They will call me.

(Version: 9-30-98)

Printed: 6/20/2003

**Issues List - Collocation Negotiations
(DeltaCom)**

(Version: 9-30-98)

#	Date Created	Issue	Owner	Status	Solution	Date Closed



BellSouth Interconnection Services

675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375

David Thierry
(404) 927-7509
Fax: (404) 529-7839

June 20, 2003

Rodney Hyatt
Assistant General Counsel
ITC^DeltaCom
700 Boulevard South
Suite 101
Huntsville, Alabama 35802

Dear Rodney:

Enclosed for review and signature are two signed copies of the Collocation Agreement between BellSouth and ITC^DeltaCom which allows BellSouth to occupy space in an ITC^DeltaCom POP site. Please have both copies signed, retain one copy for your records, and return the other signed copy to me at the above address.

I enjoyed working with you on this project. Please contact me at 404-927-7509 should you have any questions.

Sincerely,

David Thierry
Manager

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 03-00119

ITC^DeltaCom's First Request for Production of Documents

June 12, 2003

Item No. 8

ATTACHMENT

EXHIBIT B: SPACE LICENSE

1. AT&T, at its sole discretion, may license BellSouth to situate BellSouth equipment in the AT&T central office and to utilize AT&T site support services in the AT&T central office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of interconnection. Such licenses and site support services are referred to herein collectively as a "Space License." If AT&T denies BellSouth a Space License in a particular AT&T central office, AT&T shall assure that BellSouth may interconnect with AT&T's network through an alternative arrangement reasonably acceptable to both parties, including without limitation, lease of AT&T's facilities directly connected to BellSouth's network; mid-span fiber meet; space in an adjacent premises; and an arrangement by which AT&T would assume ownership and control of equipment provided by BellSouth to be located in the AT&T central office for the sole purpose of interconnection.
2. The allowable network interfaces under a Space License are DS1, DS3 or another network interface as mutually agreed upon between the Parties to this Agreement.
3. Space Licenses are available subject to the availability of space and site support services in each AT&T central office. To establish a Space License, BellSouth must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
 - 3.1 Among the information to be provided in the questionnaire, BellSouth must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T central office in which BellSouth's equipment is or is to be located is referred to herein as the "Equipment Space."
 - 3.2 BellSouth is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures. BellSouth will use AT&T's certified vendors for the installation of License Facilities.
 - 3.3 If BellSouth desires to modify its request, prior to notification from AT&T regarding availability, BellSouth may do so by requesting that AT&T cancel the original request providing a new questionnaire to

TN 05/22/02

AT&T to process.

4. Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T central office space and site support services to meet the request contained in BellSouth's questionnaire. AT&T will notify BellSouth in writing within thirty (30) business days whether there is sufficient AT&T central office space available for each such request.
5. Upon receiving written notification of the availability of AT&T central office space from AT&T, BellSouth will provide written verification that it still requires such AT&T central office space. This written notification is BellSouth's firm order for each AT&T central office space requested, and will constitute an executed Space License under the terms of this Exhibit B.
6. The rates and charges are to be negotiated by the Parties.
7. AT&T agrees to provide site support services as follows:
 - 7.1 AT&T will design, engineer, furnish, install, and maintain cable racks for BellSouth's use.
 - 7.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board ("BDFB") from which AT&T will supply DC power to BellSouth.
 - 7.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.
 - 7.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.
8. AT&T will provide the amount of space requested by BellSouth unless AT&T reasonably determines the quantity of space requested is not available. If the amount of requested space is not available, AT&T will specify the dimensions of the Equipment Space available and will specify any physical or space separation requirements. If the amount of space requested is available, AT&T will provide the location of the space and will specify any physical or space separation requirements.
9. For the purpose of performing work for which BellSouth is responsible under this Exhibit B, AT&T licenses BellSouth to enter and exit the

TN 05/22/02

Equipment Space through portions of the AT&T central office as designated by AT&T. Unless a service outage is occurring or appears to be imminent, BellSouth shall perform its work in the AT&T central office during regular business hours as designated from time to time by AT&T. BellSouth and AT&T will establish contact lists and procedures for after hours entry to the AT&T central office.

10. BellSouth will provide a twenty-four (24) hour local or toll free telephone number which AT&T can use to verify the authority of such personnel to enter the Equipment Space. BellSouth shall furnish to AT&T, and keep current, samples of the identifying credentials to be carried by all BellSouth employees authorized to enter the Equipment Space. Notwithstanding Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, or except in the case of willful misconduct or gross negligence on the part of AT&T, BellSouth hereby releases AT&T, AT&T's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any person who possesses a BellSouth employee identification badge and who was verified and admitted by AT&T.
11. While in the AT&T central office, employees of BellSouth and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.
12. Each Party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other Party's property and the property of others in and around AT&T's central office.
13. BellSouth's employees and contractors shall abide by the requirements of Section 5.10, Interference or Impairment, of Attachment 4, incorporated herein by this reference.
14. In addition to the Licensed Facilities, BellSouth may bring into the Equipment Space whatever tools and equipment necessary to install and maintain its equipment. BellSouth will be responsible for the care and safeguarding of all such items. BellSouth may not bring into the AT&T central office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons,

TN 05/22/02

cameras, tape recorders, and similar items.

15. AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for BellSouth transmission cable, the Licensed Facilities, and any work performed by or behalf of BellSouth in the AT&T central office, at any time. If the Equipment Space is surrounded by a security enclosure, BellSouth shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.
16. AT&T and BellSouth intend that the Licensed Facilities, whether or not physically affixed to the AT&T central office, shall not be construed to be fixtures. BellSouth (or the lessor of BellSouth equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.
17. BellSouth agrees not to sell, convey, or lease BellSouth transmission cable under any circumstances, except for a conveyance of BellSouth transmission cable to AT&T or to another space licensee upon termination of the applicable Space License. BellSouth further agrees not to cause, suffer, or permit BellSouth transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by BellSouth or any act or omission of BellSouth. If BellSouth transmission cable becomes so encumbered, BellSouth agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
18. The licenses granted by this Agreement are non-exclusive personal privileges allowing BellSouth to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by BellSouth under this Agreement do not create or vest in BellSouth (or in any other person) any property right or interest of any nature in any part of the AT&T central office.
19. The licenses granted to BellSouth under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T central office; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.
20. AT&T may relocate the licensed space, or the AT&T central office, or both upon thirty (30) days prior written notice to BellSouth. If

TN 05/22/02



relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to BellSouth. AT&T will reimburse BellSouth for the reasonable cost of such relocation work performed by BellSouth, and AT&T will provide at its own expense any additional or replacement cable racks and BellSouth transmission cable needed to accommodate the relocation of the installation. AT&T and BellSouth will work together in good faith to minimize any disruption of service in connection with such relocation.

- 21. Licensed Facilities will be furnished, installed and maintained in accordance with the following:
 - 22.1 BellSouth agrees to furnish all Licensed Facilities.
 - 22.2 BellSouth agrees to install the Licensed Facilities. BellSouth agrees to comply with specifications and processes furnished by AT&T for installation performed by BellSouth.
 - 22.3 BellSouth agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in BellSouth's frame to the designated AT&T power source. BellSouth will distribute the power among its equipment within the Equipment Space.
 - 22.4 BellSouth agrees to maintain in good working order all BellSouth equipment in Equipment Space. AT&T agrees to repair BellSouth transmission cable. BellSouth is not permitted to repair installed BellSouth transmission cable in order to avoid possible harm to other transmission cables.
 - 22.5 BellSouth may use contractors to perform installation and maintenance for which BellSouth is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of BellSouth submitted contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.
 - 22.6 BellSouth may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If BellSouth chooses to install its equipment in locked cabinets, BellSouth shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.

TN 05/22/02

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22. Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any BellSouth equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
23. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:
- 24.1 BellSouth fails to pay charges due or fails to comply with any of the terms or conditions of this Exhibit B.
- 24.2 BellSouth fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Exhibit B.
24. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
- 25.1 Within thirty (30) days after termination of a Space License, BellSouth will, at its sole expense, remove all BellSouth equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If BellSouth fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to BellSouth, perform the removal and restoration at BellSouth's sole risk and expense.
- 25.2 Because removal of installed BellSouth transmission cable may cause damage to other cables or fiber, BellSouth agrees to relinquish or transfer its transmission cable to AT&T or to another AT&T space licensee in lieu of removal. Upon termination of the applicable Space License, unless transferred to another AT&T space licensee, all BellSouth transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by BellSouth (or by any person claiming through BellSouth).

TN 05/22/02

At AT&T's request, BellSouth will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of BellSouth transmission cable to AT&T.

25.3

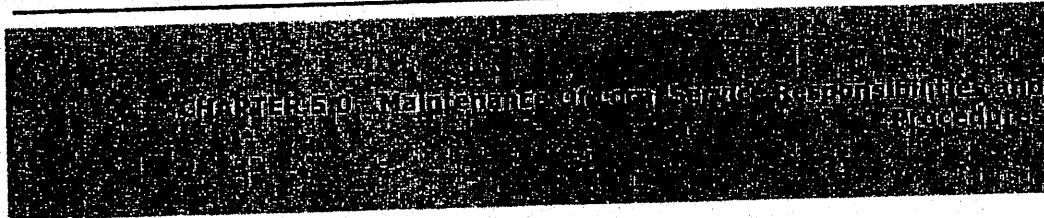
If no monies are owed by BellSouth to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to BellSouth's last known business address or to a domestic location designated by BellSouth, at BellSouth's sole risk and expense.

TN 05/22/02

AT&T Adoptions of Agreement			
CLEC	State Effective	Effective Date	Expiration Date
Airface Communications, Inc.	FL	03/27/03	10/25/04
Allegiance Telecom of FL, Inc.	FL	11/10/02	10/25/04
AugLink Communications, Inc.	FL	03/26/03	10/25/04
Aura Communications, Inc.	KY	08/29/01	07/19/04
Aura Communications, Inc.	NC	09/07/01	07/18/04
EZ Phone, Inc.	GA	07/04/03	08/06/04
EZ Phone, Inc.	TN	07/11/03	05/21/05
EZ Phone, Inc.	KY	06/13/03	07/19/04
Ganoco, Inc. dba American Dial Tone	GA	09/13/02	08/06/04
Ganoco, Inc. dba American Dial Tone	MS	09/13/02	03/27/04
Ganoco, Inc. dba American Dial Tone	NC	09/13/02	07/18/04
Ganoco, Inc. dba American Dial Tone	SC	09/12/02	12/20/04
Global Dialtone, Inc.	FL	04/23/03	10/25/04
Gulf Coast Telecom, Inc.	FL	06/11/03	10/25/04
Interactive Services Network, Inc. dba ISN Communications	FL	02/22/03	10/25/04
Metropolitan Telecommunications of FL, Inc. dba MetTel	FL	03/20/03	10/25/04
Metropolitan Telecommunications of FL, Inc. dba MetTel	GA	03/20/03	08/06/04
Metropolitan Telecommunications of FL, Inc. dba MetTel	NC	03/20/03	07/18/04
Metropolitan Telecommunications of FL, Inc. dba MetTel	SC	03/20/03	12/20/04
Mpower Communications, Corp	FL	02/28/03	10/25/04
Mpower Communications, Corp	GA	02/28/03	08/06/04
Myatel Corporation	FL	04/04/03	10/25/04
School Link, Inc.	NC	04/05/03	07/18/04
The Gulas Group, LLC	FL	05/10/03	10/25/04
USA Telephone, Inc.	FL	09/26/02	10/25/04

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 03-00119
ITC^DeltaCom's First Request for Production of Documents
June 12, 2003
Item No. 9

ATTACHMENT



5.1 Maintenance Of Local Service Responsibilities and Procedures

This section provides a description of the maintenance responsibilities of BST and the CLEC MAINTENANCE SERVICE CENTER for residential and business Local Service for end users located in BST serving areas.

The CWINS will provide CLEC certain telephone services pursuant to the Interconnection Agreement; the services and facilities will be at least equal in quality to that provided by BST to itself and its end users.

BELLSOUTH

1. Receive End User trouble reports from CLEC and coordinates internal organizations to resolve troubles and restore local service
2. Ensure all work to restore End User service is completed in accordance with the Interconnection Agreement and Telecommunications Industry standards.
3. Inform CLEC upon service restoral or when repair work is completed with the appropriate trouble closure information and test results, if requested and applicable. BST will provide status, upon request, by CLEC. The status request from CLEC will reflect expired maintenance commitments.
BellSouth will advise CLEC of any central office, facility, or network failure that is known at the time of any inquiry or trouble report by CLEC to any BellSouth maintenance bureau. BellSouth Network Management Center will provide Network Management Surveillance per the Appendix D of this OU.
4. This section includes scheduled and non-scheduled maintenance.

BellSouth shall provide the CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, Unbundled Network Elements and Combinations provided to CLEC under the Interconnection Agreement that it currently provides for the maintenance of its own network. The CLEC will provide a single point of contact for scheduled maintenance contact/notification by BellSouth.

For services provided through resale, BellSouth agrees to provide CLEC with scheduled maintenance coordination for residence and small business special services. Non-designed services will not be coordinated. Cable throws for Non-Designed circuits will be performed with test sets designed to prevent the End Users from being interrupted during the activity. BellSouth shall monitor individual cut-over work to insure that the service is not in use prior to a service cut.

A. Scheduled -

A1. Company Initiated Activity is considered as scheduled work. Designed Special Services Company Initiated Activity (CIA) activity will be coordinated by the BellSouth CIA Centers. CIA activity consists of cable throws, carrier/ multiplexer rearrangements, and carrier/ multiplexer replacements. The interface for CIA activity is between the BellSouth CIA Centers and the responsible CLEC center.

A CLEC must provide a Single Point of Contact for CIA notification. The BellSouth CIA Centers will handle CLECs in the same method as BellSouth End Users when CIA rearrangements are involved. Non-Designed services are processed as described in the preceding Resale paragraph.

A2. BellSouth Central Office Conversions are coordinated through Network Project teams. The CLEC notifications are provided via the Customer Communications Process (CCP). The CCP Manager enters data into Internet or mail/faxes the notification directly to the CLEC address provided by the BellSouth Account team if required by the contract. Central Office conversions shall be publicized through the media (Internet) and will occur during non-peak hours. The Internet address for CLEC notification is: <http://www.interconnection.bellsouth.com/notifications/carrier>
 Roles and Responsibilities:

- BellSouth Customer Communications Process
- Determines conversion activity from Network Project teams
- Fax central office conversion notification to CLEC
- Media (Internet) notification per the Interconnection Agreement

CLEC MAINTENANCE SERVICE CENTER

- - Receives BellSouth central office conversion notification
- - Notifies End Users of pending conversion activity

B. Non-Scheduled -

BellSouth normally does not engage in non-scheduled maintenance activity. Non scheduled maintenance is defined as additional activity by BellSouth during a normal repair/alarm process. The nature of the maintenance activity will not allow time for a scheduled maintenance interval or End User notification. These activities would require immediate maintenance action to prevent further service degradation or imminent service interruption.

BellSouth is responsible for non-intrusive post activity testing to confirm the success of this type maintenance procedure. The non-scheduled maintenance is the same process as used for BellSouth End Users.

BellSouth has CWINS Maintenance Center Chronic Groups that perform chronic maintenance analysis from historical trouble ticket reviews. A designed circuit is reviewed by CWINS for chronic analysis when three trouble tickets have been closed within a thirty-day period. If the analysis indicates a chronic condition exists, a chronic maintenance report is initiated. The Chronic Group will then perform a detailed analysis of the chronic report. The chronic resolution process could involve the following:

- Request for service release times
- Circuit monitoring
- Circuit stress testing
- Joint CLEC/BST testing
- Component repair
- Referral to CLEC for resolution

Once the chronic condition is resolved the chronic maintenance report will be closed. If the CLEC is involved in the chronic process, notification will be provided. When a CLEC determines that a chronic condition exists from their analysis, a chronic request may be made to the CWINS maintenance group for chronic review. The CWINS center will open a chronic maintenance report and perform the same chronic resolution procedure as described above. The CLEC should provide their chronic rational and test results associated with the reported service at the time the chronic request is being made. The chronic process is not intended for resolving immediate trouble conditions. The chronic resolution is a process to resolve obscure or intermittent conditions. The resolution period will vary based on the complexity of isolating the problem. Immediate trouble conditions should be handled through the normal maintenance reporting process. All CLEC initiated chronic requests will be statused and closed with the reporting CLEC. Chronic Groups are located in each of our operational CWINS Maintenance Centers. BellSouth believes the CLEC's understanding and utilization of the chronic process will be beneficial in providing improved customer service.

CLEC MAINTENANCE SERVICE CENTERS

1. Provide a Point of contact for CLEC End Users and reports screened Local Service troubles to BellSouth.
2. CLEC will be responsible for proper screening and trouble isolation to BST Network. (See Appendix E for proper testing process)
3. Serve as primary end user interface during repair process.
4. Monitors status of trouble reports. Coordinates with BellSouth to perform any necessary test and restore functions.
5. Works cooperatively with BellSouth to restore End User service as soon as possible.
6. Provides a Single Point of Contact for BellSouth to schedule releases of local service if required in the IA between the parties.
7. Provides a Single Point of Contact for the Network Management Center if required in the IA between the parties.
8. Provides contact receipt for BellSouth repair technician calls approving CLEC end user request for additional billable work activity.
9. Provide a CLEC contact/reach number on all maintenance reports, which is available seven days per week, 24 hours per day.
10. Utilizes CHRONIC reporting process for identified CHRONIC maintenance conditions and assist in resolution.

Table D. Maintenance Procedures for UNEs and Resold Services

ACTION	MAINTENANCE PROCEDURE
<u>CLEC</u>	Receive inquiries or trouble reports from CLEC End Users
<u>CLEC</u>	<p>Make inquiry to End User to obtain answers to Pre-Screening questions:</p> <p>Telephone Number Being Reported</p> <p>End User Name:</p> <p>Company:</p> <p>Address:</p> <p>City & State</p> <p>Trouble Reported By (End User):</p> <p>Trouble Report Received By (<u>CLEC</u> Agent):</p> <p><u>CLEC</u> Reach Telephone Number:</p> <p>Premises Access Information:</p> <p>Is End User Out-of-Service? Yes/No</p> <p>Does Problem Occur When End User Is:</p> <p>a. Called by Someone Else Yes/No</p> <p>b. Calling Telephone Number Yes/No</p> <p>If a, (Called), Provide the Calling Telephone Number</p> <p>If b, (Calling), Provide the Called Telephone Number</p> <p>Is the Trouble on All of the End User Telephones? Yes/No If No, Which Telephone Has Trouble?</p> <p>Trouble Description:</p> <p>Date/Time Report Is Received: __/__/__-__:__a.m./p.m.</p> <p>Remarks:</p>
<u>CLEC</u>	<p>Coincident with the initial trouble report, when Special Services non-intrusive testing is requested by the CLEC end user, the CLEC must provide the release time for all testing to begin.</p> <p>Initial trouble reports, on an End User's Non-Design (telephone number format) service, must be referred by the CLEC only when the end user is ready for all types of testing to begin.</p>
<u>CLEC</u>	<p>For electronically submitted trouble reports, the <u>CLEC</u> will propagate the <u>CLEC</u> work order with the information gathered in the Pre-Screening process and refer the trouble to BellSouth using the Electronic Interface. If testing is not included in this interface the CLEC will include their isolation test results.</p>

CLEC	For the manual process, if or when Electronic Interface is not available, the CLEC will contact the appropriate BellSouth Maintenance Center by telephone or using other mutually agreed to processes to refer the trouble.
CLEC	On misdirected calls CLEC shall advise End Users to contact their Local Service Provider and will provide the End User with the Local Service Provider contact number.
CLEC	CLEC will prescreen trouble prior to referral to BellSouth, this includes trouble analysis (CPE, etc.), maintenance testing, etc. The CLEC will resolve non-BST troubles without BST assistance. The CLEC will provide isolation test results at trouble receipt. (See Appendix E)
CLEC	The CLEC MAINTENANCE SERVICE CENTER and BST shall follow the agreed upon escalation procedures for repair/maintenance trouble reports. See Appendix A of this O.U. for agreed upon escalation procedures.
CLEC	The CLEC MAINTENANCE SERVICE CENTER and BST shall each supply the other with the terms of their DISASTER RECOVERY PLANS for their respective work center. See Appendix C of this O.U. for the Disaster Recovery Plans.
CLEC	Ensure CLEC personnel follow appropriate maintenance escalation procedures.
COMPANY	TASK DESCRIPTION
BST	BellSouth will receive trouble report and initiate a circuit or feature test. The BellSouth repair attendant/s will be the contact for CLEC referred trouble report. On the initial call, BellSouth will provide CLEC with the following information: Circuit ID'd formatted services, BellSouth will provide a trouble ticket number Telephone number formatted services, the telephone number will be the CLEC trouble reference. Test Results (if available) Estimated Time to Repair/Maintenance Target
BST	BellSouth provides an Estimated Time To Repair (ETTR) in Appendix B. If any ETTR target differs due to the appointment control process then the new target will be provided, or will be provided at the CLEC's request.
BST	BellSouth will provide CLECs End Users' trouble report priority handling as is done with BellSouth's large business End Users' trouble reports.
BST	Upon request, BST will provide status or accept escalation per Appendix A of this O.U.
BST	BellSouth will notify the CLEC of trouble resolution. The reporting maintenance trouble report contact telephone number will receive notification from BellSouth repair forces.
BST	BellSouth will provide CLEC with notification of missed appointments within the same time frames BellSouth provides such notice to itself, its own end users, its affiliates and to any other CLEC.
BST	In the event a CLEC End User requests a dispatch through their local provider, BellSouth will initiate a dispatch upon CLEC's request. CLEC will be responsible for any applicable billing associated with the dispatch request.
BST	Maintenance charges for premises visits by BellSouth repair technicians shall be billed by CLEC to its End User, and not by BellSouth. Authorization for BellSouth repair dispatch to end user premise for repair resolution that results in CPE, CLEC or NTF problems will be considered an implied dispatch by receipt of a trouble report. This is consistent with current BellSouth procedures. BellSouth will bill maintenance charges

	for premise visits to CLEC as per the I.A. The BellSouth technician shall, (i) contact CLEC for authorization, unless authorization previously granted by CLEC, (ii) provide an estimate of time and materials required, (iii) quote actual time spent at the completion of the repair visit, (iv) notify CLEC if a subsequent visit is required.
BST	When maintenance charges are incurred during premises visits, the BellSouth repair technician shall present the End User with a form that is consistent with the General Terms and Conditions of the Interconnection Agreement detailing the time spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary. If additional premises work is required that cannot be performed on that visit, BellSouth shall call CLEC to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the Customer on the line so that CLEC can schedule a new appointment with BellSouth and the Customer at the same time. The BellSouth technician will obtain the End User's signature on the proper billing form and will perform the necessary process to generate maintenance charges incurred by BellSouth to CLEC.
BST	On misdirected calls BellSouth shall advise End Users to contact their Local Service Provider and will provide the End User with the Local Service Provider contact number.
BST	The CLEC, until electronic interface exists for maintenance purposes, may call BellSouth to verify central office features and functions. BellSouth will work with CLEC on the initial trouble report to isolate the cause of the trouble and where possible, resolve the feature/function-related trouble at that time. BellSouth will not be required to perform this function where the CLEC has access to this capability via a BellSouth-provided electronic interface, except as mutually agreed to by the parties.
BST	BellSouth will transfer call or provide the telephone number for the duty supervisor in the repair center if requested by CLEC, see Appendix A.
BST	BST shall follow the agreed upon escalation procedures for repair/maintenance trouble reports. See Appendix A of this O.U. for agreed upon escalation procedures.
BST	The CLEC SERVICE CENTER/s and BST shall each supply the other with the terms of their DISASTER RECOVERY PLANS for their respective work center. See Appendix C of this O.U. for the Disaster Recovery Plans.

CLEC MAINTENANCE CENTERS HOURS OF OPERATION:

The CLEC MAINTENANCE SERVICE CENTER will be the Point of Contact for end users in response to maintenance of service inquiries, or to report problems with their telephone services provided by BellSouth to CLEC pursuant to the individual interconnection Agreement, long distance service.. 24 hours per day, 7 day per week.

BELLSOUTH MAINTENANCE CENTERS HOURS OF OPERATION:

BST hours of operation for maintenance referral is 24 hours per day, 7 day per week.

CERTIFICATE OF SERVICE

I hereby certify that on July 2, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☒ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☐ Electronic

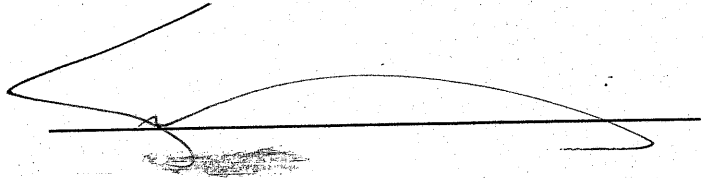
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- ☐ Facsimile
- ☐ Overnight

David Adelman, Esquire
Charles B. Jones, III, Esquire
Sutherland Asbill & Brennan
999 Peachtree Street, NE
Atlanta, GA 30309

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

REQUEST: Identify which of the eight alternatives for UNE combinations discussed in Mr. Milner's testimony filed in Georgia successfully avoid additional analog to digital conversions.

- (a) For those alternatives that do successfully avoid the additional analog to digital conversions, what percentage of customers in Tennessee could be served via these alternatives?

RESPONSE: Alternative 1 and the copper loop solution of Alternative 3 are the Alternatives for UNE conversions, not UNE combinations, that do not add additional Analog to Digital conversions. Alternative 1: If sufficient physical copper pairs are available, BellSouth will reassign the loop from the IDLC system to a physical copper pair. Alternative 3: BellSouth will remove the loop distribution pair from the Integrated Digital Loop Carrier ("IDLC") and re-terminate the pair to either a spare metallic loop feeder pair (copper pair) or to spare universal digital loop carrier equipment in the loop feeder route or Carrier Serving Area ("CSA").

- (a) The percentage of customers in Georgia that could be served by the above Alternatives would be those customers served by copper facilities.

Assuming a percentage of available copper loops, universal carrier loops, and integrated carrier loops to the total available loops, a customer has a 48% probability of being served by a copper loop; a 26% probability via a universal carrier loop; and 26% probability via an integrated carrier loop.

Assuming a percentage of working copper loops, universal carrier loops, and integrated carrier loops to total working loops, a customer has a 45% probability of being served by a copper loop; a 22% probability via a universal carrier loop; and a 33% probability via an integrated carrier loop.

REQUEST: Explain in detail why BellSouth cannot technically provide an IDLC compatible loop to ITC^DeltaCom without additional Analog to Digital conversions.

RESPONSE: BellSouth objects to providing information to the extent that such information has already been provided. BellSouth provided responsive information in connection with its response to ITC^DeltaComs' First Set of Interrogatories in Alabama Public Service Commission Docket No. 28841.

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority
Docket No. 03-00119
ITC^DeltaCom's First Set of Interrogatories
June 12, 2003
Item No. 3
Page 1 of 1

REQUEST: Does BellSouth have agreements with its vendors that include terms longer than three years?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Is BellSouth aware of any other ILEC that has interconnection agreements with CLECs that have a term longer than 3 years? If so, please identify such ILEC(s).

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Under what circumstances does BellSouth charge a CLEC an Access Daily Usage File record fee?

RESPONSE: BellSouth charges an ADUF record processing fee when a message belonging to a CLEC who subscribes to ADUF is made available to that CLEC.

REQUEST: Does BellSouth charge a CLEC an ADUF charge for local calls?

- (a) If yes, is it BellSouth's contention that BellSouth sought and obtained approval from the Tennessee Regulatory Authority to charge ADUF fees on local calls?
- (b) Provide citations to orders where such specific approval to apply an ADUF charge to a local call was approved by the Tennessee Regulatory Authority.
- (c) Describe how a "duplicate" call gets placed on the ADUF. What percentage of these duplicates are local?

RESPONSE: Yes, BellSouth charges ADUF fees on all messages that it delivers to CLECs on ADUF.

- (a) BellSouth sought and obtained interim approval from the Authority to charge ADUF fees in Docket No. 00-00544.
- (b) BellSouth submitted cost support for this charge in the testimony of Daonne Caldwell in Docket No. 00-00544.
- (c) BellSouth uses 100 percent duplicate checking in ADUF for 35 cycles (approximately 7 weeks). 100 percent duplicate checking means BellSouth checks every message to determine if the message is a duplicate. If Duplicate messages are found, they are dropped and not sent to the CLECs. Checking messages in this manner should eliminate duplicates in ADUF.

REQUEST: Does BellSouth charge a CLEC an ADUF charge for local calls?

- (a) If yes, is it BellSouth's contention that BellSouth sought and obtained approval from the Tennessee Regulatory Authority to charge ADUF fees on local calls?
- (b) Provide citations to orders where such specific approval to apply an ADUF charge to a local call was approved by the Tennessee Regulatory Authority.
- (c) Describe how a "duplicate" call gets placed on the ADUF. What percentage of these duplicates are local?

RESPONSE: Yes, BellSouth charges ADUF fees on all messages that it delivers to CLECs on ADUF.

- (a) BellSouth sought and obtained interim approval from the Authority to charge ADUF fees in Docket No. 00-00544.
- (b) BellSouth submitted cost support for this charge in the testimony of Daonne Caldwell in Docket No. 00-00544.
- (c) BellSouth uses 100 percent duplicate checking in ADUF for 35 cycles (approximately 7 weeks). 100 percent duplicate checking means BellSouth checks every message to determine if the message is a duplicate. If Duplicate messages are found, they are dropped and not sent to the CLECs. Checking messages in this manner should eliminate duplicates in ADUF. **[I ASSUME OUR RESPONSE TO (C) A REGIONAL, AS OPPOSED TO A GA-SPECIFIC RESPONSE. PLEASE LET ME KNOW IF MY ASSUMPTION IS INCORRECT.]**

BellSouth/CLEC-1 Tennessee Rates **Network Elements and Other Services**

BellSouth Telecommunications, Inc.
 SGAT
 Attachment 2, Exhibit B
 Rates

May 15, 2002

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Source of Rate (Docket No., (P=Permanent; I=Interim))		
				First	Additional			
L.0	ACCESS DAILY USAGE FILE (ADUF)							
L.1	Access Daily Usage File (ADUF)							
L.1.1	ADUF, Message Processing, per message	Message	\$0.0158054			00-00544 (I)		
L.1.3	ADUF, Data Transmission (CONNECT:DIRECT), per message	Message	\$0.0001387			00-00544 (I)		

REQUEST: Please explain the purpose of the ADUF record.

RESPONSE: The purpose of ADUF and the ADUF record is documented on BellSouth's Interconnection web site at:
http://www.interconnection.bellsouth.com/guides/html/understanding_bill.html
(ADUF is in Chapter 4, section 2).

REQUEST: How many ADUF billing disputes are pending in the BellSouth region?

RESPONSE: Currently there are 181 DUF billing disputes (some of which likely are ADUF disputes) pending in the BellSouth region. Of these disputes, 36 are from ITC^DeltaCom.

REQUEST: Can a call record appear on both the ADUF and ODUF files such that the CLEC is charged for both records?

RESPONSE: No, a call record cannot appear on both the ADUF and ODUF files.

REQUEST: For non-CABs billing, how do BellSouth's mechanized systems calculate backbilling with regard to usage, rate changes, nonrecurring and recurring charges?

RESPONSE: Backbilling of usage and nonrecurring charges is not calculated by mechanized systems. These calculations are handled via manual processes.

For backbilling of recurring charges, the billing system uses inputs of the affected old and new recurring rates from the rate file. The mechanized systems calculate the net difference between these two rates back to the effective date of the new rate or back to the date the service was established. Other Charges and Credit (OC&C) entries are then generated for billing of the net amounts.

REQUEST: How long does BellSouth maintain historical files to support the backbilling?

RESPONSE: BellSouth maintains billed rate information indefinitely.

All invoice data used for backbilling as well as all other invoice data is maintained for 7 years.

Journals data files are maintained for 18 months to support mechanized backbilling related to UNE usage charges. Daily Usage Files (DUFs) have been retained since July 2000, and DUF-related Other Charges and Credit (OC&C) files are retained for 4 months.

Files used to support Operational Support System (OSS) backbilling efforts are maintained indefinitely.

REQUEST: What areas of the backbilling process are manual or mechanized for BellSouth?

How large of a staff (employee and independent contractor resources) does BellSouth employ to support the manual backbilling processes?

RESPONSE: Backbilling for usage, non-recurring, and OSS charges is handled manually. Backbilling for recurring charges is handled mechanically in part.

Generally, with all backbilling efforts some manual steps are required. Data that is stored for service orders, accounts, usage, etc. is manually searched for transactions that match the backbilling criteria. Once the affected transactions have been identified, a process is performed to determine the net amount that should be backbilled. This step is also manual except for with backbilling related to recurring charges. Contracts are reviewed, and Other Charges and Credit (OC&C) entries are generated to backbill the net amounts. Supporting details for the backbilling are made available on the OC&C entry, on the web, and/or in the Billing and Collections Center.

BellSouth does not employ a staff to specifically support manual backbilling processes. The level of staff involvement depends upon the particular backbilling situation.

REQUEST: How much money has BellSouth backbilled ITC^DeltaCom as of May 1, 2003 for the state of Tennessee for services related to the parties interconnection agreement?

If BellSouth does not have this information available by state, please provide the dollar amount that BellSouth has backbilled ITC^DeltaCom for the region as of May 1, 2003.

RESPONSE: For the period of December 2001 through May 2003, DeltaCom was credited \$5,902.92 in November of 2002 for DUF backbilling; \$35,104.68 for market rate billing on May 7, 2003; and \$725.77 for Operational Support System (OSS) charges.

REQUEST: To the extent BellSouth has notified ITC^DeltaCom as of May 1, 2003 that it intends to backbill ITC^DeltaCom but has not yet rendered an invoice for those amounts, please provide that backbilling amount.

(a) Please indicate the period of time that BellSouth is backbilling ITC^DeltaCom for the amounts provided in response to this Interrogatory.

RESPONSE: For the State of Tennessee, BellSouth will bill DeltaCom \$7,747.88 for DUF backbilling in July of 2003.

REQUEST: For the state of Tennessee, how many years does BellSouth backbill ITC^DeltaCom?

RESPONSE: The Tennessee statute of limitations allows for six years of backbilling. Although 6 years is the allowed time frame to backbill in Tennessee, currently BellSouth has only backbilled ITC^DeltaCom for a time period no longer than 2 years.

REQUEST: Does BellSouth send ITC^DeltaCom Local Service Requests (LSRs)?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Does BellSouth pay any fees to ITC^DeltaCom when ITC^DeltaCom works those LSRs?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: How does BellSouth report OSS income on BellSouth financial statements?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: How much did BellSouth spend for OSS enhancements for each year beginning in 1999 to 2002?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: How much does BellSouth anticipate it will spend on OSS enhancements for 2003 and 2004?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Of the spending for OSS enhancements between 1999 and 2002, what portion was spent on OSS enhancements requested by CLECs?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: How much has BellSouth spent on correcting defective code?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Is BellSouth compensated by its vendors for defective code or the late delivery of code?

If yes, as a result of defective code, how much did BellSouth collect in 2002?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: How many OSS defects currently exist?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: How long have these OSS defects been "pending" or identified?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: When does BellSouth plan to correct these OSS defects?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Does BellSouth flow through any payments from its vendors for defective code back to CLECs?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Please explain why BellSouth chooses to disconnect a consumer's ADSL service when that consumer chooses ITC^DeltaCom for local service and ITC^DeltaCom provides the local service via UNE-P.

RESPONSE: BellSouth objects to providing information to the extent that such information has already been provided. BellSouth provided responsive information in connection with its response to ITC^DeltaComs' First Set of Interrogatories in Alabama Public Service Commission Docket No. 28841.

REQUEST: Describe the "operational" issues that BellSouth believes it must overcome, when xDSL service is provided over a UNE-P loop owned by a CLEC?

- (a) Does BellSouth contend that 24 ITC^DeltaCom end users were not provided xDSL for many months with no operational issues?
- (b) Does BellSouth do business with xDSL providers other than its own? Are these ISPs not billed today?
- (c) Do BellSouth systems track CLECs Interconnection Agreements today?
- (d) Is OCN used to determine what a service a CLEC can request and would xDSL not follow this same process?
- (e) Does BellSouth provide xDSL service to its retail end user having measured service?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Has anyone filed an antitrust lawsuit against BellSouth regarding the tying of BellSouth's ADSL service to its local service?

RESPONSE: BellSouth objects to this interrogatory on the grounds that it seeks information that is not relevant and that is not reasonably calculated to lead to the discovery of admissible evidence.

BellSouth further objects to DeltaCom's erroneous assertion that BellSouth improperly ties any products and/or services. This assertion is wrong for all of the reasons set forth in the prefiled testimony of BellSouth witness John Ruscilli. Moreover, jurisdiction over tying allegations related to DSL lies with the courts, not with this Commission.

Subject to and without waiving these objections, BellSouth responds that earlier this year, a class action lawsuit erroneously alleging tying was filed in Federal District Court for the Southern District of Florida, Miami Division: *Richard Levine v. BellSouth Telecommunications, Inc.*, Civil case number 03-29274-CIV-GOLD.

REQUEST: Has any state commission ordered BellSouth to continue providing its wholesale or retail ADSL service to the consumer where the consumer has another provider for local service? If yes, list those state commissions and provide the docket or order numbers.

RESPONSE: BellSouth objects to providing information to the extent that such information has already been provided. BellSouth provided responsive information in connection with its response to ITC^DeltaComs' First Set of Interrogatories in Alabama Public Service Commission Docket No. 28841.

REQUEST: Is BellSouth aware of any state commissions outside of the BellSouth region that have addressed the issue of an RBOC or ILEC tying its ADSL service to its local service? If yes, list those state commissions and provide the docket or order number.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Why is hunting not allowed between UNE-P and resale lines?

RESPONSE: BellSouth does not provide hunting between UNE-P and resale lines because it does not allow hunting across different classes of service for its retail customers. Retail customers cannot mix measured rate and flat rate services in the same hunt group. Hunting between resale lines and UNE-P is not allowed because UNE charges are at a measured rate, while resold lines are at a flat rate.

REQUEST: If BellSouth backbills ITC^DeltaCom in March of 2003 for services or elements ordered in 2000 but were not billed due to BellSouth error, does BellSouth make performance payments or adjustments?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: When BellSouth finds a billing error and backbills CLECs, does BellSouth apply an adjustment to performance penalty payments to all CLECs or only those reporting?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: How does BellSouth determine which month to apply the adjustment to the performance measure for the billing error?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Has Bellsouth ever billed ITC^DeltaCom a line item called "Charge for Processing Change in Service"? If yes, under what circumstances?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: In its contracts with its vendors, does BellSouth have a time limit on backbilling charges? If yes, what are those time limits?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Does BellSouth have any interconnection agreements with any CLEC, ILEC, affiliate or any other carrier that provide a time limit on backbilling of charges (e.g., 6 months or 12 months)? If yes, identify that BellSouth agreement and the time limit.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Does BellSouth have any agreement other than an interconnection agreement with any ILEC, affiliate or other carrier that provides a time limit on backbilling? If yes, identify that agreement.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Does BellSouth use the manual process described to validate its retail customer listings?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Do BellSouth's retail systems sequence orders, or use the SEQ FID? Is this available to CLECs?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: How many complaints from CLECs has BellSouth received regarding inaccurate directory listings for the year 2002?

RESPONSE: BellSouth objects to providing information to the extent that such information has already been provided. BellSouth provided responsive information in connection with its response to ITC^DeltaComs' First Set of Interrogatories in Alabama Public Service Commission Docket No. 28841.

REQUEST: What percent of BellSouth's business retail listings are dropped from the directory in error and what percent of BellSouth's residential retail listings are dropped from the directory in error?

RESPONSE: BellSouth objects to providing information to the extent that such information has already been provided. BellSouth provided responsive information in connection with its response to ITC^DeltaComs' First Set of Interrogatories in Alabama Public Service Commission Docket No. 28841.

REQUEST: What percent of BellSouth's retail white page listings have corrections?

RESPONSE: BellSouth objects to providing information to the extent that such information has already been provided. BellSouth provided responsive information in connection with its response to ITC^DeltaComs' First Set of Interrogatories in Alabama Public Service Commission Docket No. 28841.

REQUEST: How many BellSouth retail business customer complaints were received regarding inaccurate directory listings for the year 2002?

RESPONSE: Region wide, BellSouth received 2,510 retail complaints in 2002, however, we do not differentiate between residential and business customer complaints.

REQUEST: Describe the process used by BellSouth to arrive at the "market rate" of \$14.00 (the recurring charge for a port labeled as "market rate").

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Identify the business analysis or cost studies undertaken by BellSouth perform to develop its proposed market rates.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Has BellSouth received complaints (formal and informal) from CLECs regarding the lack to timeliness of BellSouth's billing? If yes, identify those complaints

RESPONSE: BellSouth has received some informal complaints regarding the lack of timeliness of its bills. However, these complaints are mostly unmerited informal complaints. BellSouth does not quantify or track these complaints.

REQUEST:

Refer to the Subsequent Application Fee and the "Administrative Only Applications Fee" (USOC PE1BL) is it BellSouth's position that these fees are cost-based?

- a. If no, describe in detail the basis for this charge and explain how the rates were developed.
- b. If yes, provide a copy of BellSouth's most current cost analysis of these rates and their underlying functionality. Include the following information in your response:
 - (i) a complete description of all work activities that must be performed by BellSouth as a direct result of a request by ITC^DeltaCom "to modify the use of the Collocation space."
 - (ii) a complete explanation of why each work activity listed in response to part (i) is necessary and must be performed whenever ITC^DeltaCom makes such a request.
 - (iii) a description of each category or classification of employee that is needed to perform each work activity list in response to part (i).
 - (iiii) the loaded labor rate associated with each category or classification of employee that is needed to perform each work activity list in response to part (i), and a complete description of the development of each loaded labor rate, including all inputs and assumptions.
 - (v) The probability that each work activity listed in response to part (i) will be necessary whenever ITC makes a request to BellSouth "to modify the use of the Collocation space" and a complete description of how these probabilities

REQUEST: (continued)

were calculated (including a list of all assumptions underlying each probability).

- (vi) The estimated time required to perform each work activity listed in response to part (i), and a complete description of how these work times were calculated (including a list of all assumptions underlying each work time).
- (vii) A complete listing of any non-labor costs that are included in this charge, and a detailed description of how these costs were developed. For purposes of this request, "non-labor costs" is intended to mean any cost other than direct labor costs, including but not limited to material costs, other expenses, shared costs, and common costs.
- (viii) A listing of all Job Function Codes ("JFCs") associated with the labor costs included. For each JFC, provide the following for the most recent time period available:
 - "Direct Labor – Productive" Annual Dollars
 - "Direct Labor – Premium" Annual Dollars
 - "Direct Labor – Other Employee" Annual Dollars
 - "Direct Labor – Annual Paid Absence" Annual Dollars
 - "Direct Labor – Direct Administration" Annual Dollars
 - "Direct Labor – Other Cost" Annual Dollars
 - "Directly Assigned Benefits" Annual Dollars
 - Total Annual Hours
- (ix) For each JFC identified in response to part (viii), provide BellSouth's projected level of labor inflation and state the time period for which this projection applies.

REQUEST: (continued)

- (x) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

- REQUEST: Does BellSouth permit CLECs to submit an LSR by any means other than a through a BellSouth mechanized OSS system?
- a. If yes, provide a copy of BellSouth's most current cost analysis of the cost it incurs to process such a request. If BellSouth currently permit CLECs to submit an LSR by more than one means (other than a through a BellSouth mechanized OSS system) provide a complete cost analysis for each permitted method. Include the following information in your response:
- (i) a complete description of all work activities that must be performed by BellSouth as a direct result of the submission of an LSR by a CLEC via the permitted non-mechanized method.
 - (ii) a complete explanation of why each work activity listed in response to part (i) is necessary and must be performed whenever a CLEC submits such a request.
 - (iii) a description of each category or classification of employee that is needed to perform each work activity list in response to part (i).
 - (iiii) the loaded labor rate associated with each category or classification of employee that is needed to perform each work activity list in response to part (i), and a complete description of the development of each loaded labor rate, including all inputs and assumptions.
 - (v) The probability that each work activity listed in response to part (i) will be necessary whenever a CLEC submits such a request and a complete description of how these probabilities were

REQUEST: (continued)

calculated (including a list of all assumptions underlying each probability).

- (vi) The estimated time required to perform each work activity listed in response to part (i), and a complete description of how these work times were calculated (including a list of all assumptions underlying each work time).
- (vii) A complete listing of any non-labor costs that are included in this charge, and a detailed description of how these costs were developed. For purposes of this request, "non-labor costs" is intended to mean any cost other than direct labor costs, including but not limited to material costs, other expenses, shared costs, and common costs.
- (viii) A listing of all Job Function Codes ("JFCs") associated with the labor costs included. For each JFC, provide the following for the most recent time period available:
 - "Direct Labor – Productive" Annual Dollars
 - "Direct Labor – Premium" Annual Dollars
 - "Direct Labor – Other Employee" Annual Dollars
 - "Direct Labor – Annual Paid Absence" Annual Dollars
 - "Direct Labor – Direct Administration" Annual Dollars
 - "Direct Labor – Other Cost" Annual Dollars
 - "Directly Assigned Benefits" Annual Dollars
 - Total Annual Hours
- (ix) For each JFC identified in response to part (viii), provide BellSouth's projected level of labor inflation and state the time period for which this projection applies.

REQUEST: (continued)

- (x) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.
- b. If no, has BellSouth ever permitted CLECs to submit an LSR by any means other than a through a BellSouth mechanized OSS system? If the answer to this question is anything other than an unqualified "no", provide the following information. If BellSouth has previously permitted CLECs to submit an LSR by more than one means (other than a through a BellSouth mechanized OSS system) provide a complete cost analysis for each previously permitted method. Include the following information in your response:
 - (i) a complete description of all work activities that must be performed by BellSouth as a direct result of the submission of an LSR by a CLEC via the permitted non-mechanized method.
 - (ii) a complete explanation of why each work activity listed in response to part (i) is necessary and must be performed whenever a CLEC submits such a request.
 - (iii) a description of each category or classification of employee that is needed to perform each work activity list in response to part (i).
 - (iiii) the loaded labor rate associated with each category or classification of employee that is needed to perform each work activity list in

REQUEST: (continued)

- response to part (i), and a complete description of the development of each loaded labor rate, including all inputs and assumptions.
- (v) The probability that each work activity listed in response to part (i) will be necessary whenever a CLEC submits such a request and a complete description of how these probabilities were calculated (including a list of all assumptions underlying each probability).
 - (vi) The estimated time required to perform each work activity listed in response to part (i), and a complete description of how these work times were calculated (including a list of all assumptions underlying each work time).
 - (vii) A complete listing of any non-labor costs that are included in this charge, and a detailed description of how these costs were developed. For purposes of this request, "non-labor costs" is intended to mean any cost other than direct labor costs, including but not limited to material costs, other expenses, shared costs, and common costs.
 - (viii) A listing of all Job Function Codes ("JFCs") associated with the labor costs included. For each JFC, provide the following for the most recent time period available:
 - "Direct Labor – Productive" Annual Dollars
 - "Direct Labor – Premium" Annual Dollars
 - "Direct Labor – Other Employee" Annual Dollars
 - "Direct Labor – Annual Paid Absence" Annual Dollars
 - "Direct Labor – Direct Administration" Annual Dollars
 - "Direct Labor – Other Cost" Annual Dollars

REQUEST: (continued)

**"Directly Assigned Benefits" Annual Dollars
Total Annual Hours**

- (ix) For each JFC identified in response to part (viii), provide BellSouth's projected level of labor inflation and state the time period for which this projection applies.
- (x) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Describe in detail the basis for the "Charge for Processing Change in Service" (or as referenced by BellSouth Secondary Service Charge) line item billed to ITC^DeltaCom by BellSouth.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST:

Is the rate for the "Charge for Processing Change in Service" (or Secondary Service Charge as referenced in BellSouth's response to ITC^DeltaCom's arbitration petition) line item billed to ITC^DeltaCom by BellSouth cost-based?

- a. If yes, provide a copy of BellSouth's most current cost analysis of the cost it incurs to provide the functionality and tasks associated with the "Charge for Processing Change in Service" line item billed to ITC^DeltaCom. Include the following information in your response:
 - (i) a complete description of all work activities that must be performed by BellSouth as a direct result of BellSouth performing the functionality and tasks associated with the "Charge for Processing Change in Service" line item billed to ITC^DeltaCom.
 - (ii) a complete explanation of why each work activity listed in response to part (i) is necessary and must be performed.
 - (iii) a description of each category or classification of employee that is needed to perform each work activity list in response to part (i).
 - (iiii) the loaded labor rate associated with each category or classification of employee that is needed to perform each work activity list in response to part (i), and a complete description of the development of each loaded labor rate, including all inputs and assumptions.
 - (v) The probability that each work activity listed in response to part (i) will be necessary and a complete description of how these probabilities

REQUEST: (continued)

were calculated (including a list of all assumptions underlying each probability).

- (vi) The estimated time required to perform each work activity listed in response to part (i), and a complete description of how these work times were calculated (including a list of all assumptions underlying each work time).
- (vii) A complete listing of any non-labor costs that are included in this charge, and a detailed description of how these costs were developed. For purposes of this request, "non-labor costs" is intended to mean any cost other than direct labor costs, including but not limited to material costs, other expenses, shared costs, and common costs.
- (viii) A listing of all Job Function Codes ("JFCs") associated with the labor costs included. For each JFC, provide the following for the most recent time period available:
 - "Direct Labor – Productive" Annual Dollars
 - "Direct Labor – Premium" Annual Dollars
 - "Direct Labor – Other Employee" Annual Dollars
 - "Direct Labor – Annual Paid Absence" Annual Dollars
 - "Direct Labor – Direct Administration" Annual Dollars
 - "Direct Labor – Other Cost" Annual Dollars
 - "Directly Assigned Benefits" Annual Dollars
 - Total Annual Hours
- (ix) For each JFC identified in response to part (viii), provide BellSouth's projected level of labor

REQUEST: (continued)

Inflation and state the time period for which this projection applies.

- (x) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.
- b. If no, describe in detail the basis for this charge and explain how the rate was developed.
- c. Identify any complaints or lawsuits filed against BellSouth with regard to the billing of this charge and any resolutions or settlements reached.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST:

Provide a listing of any and all rates for UNEs that have not previously been approved by this Commission.

- a. For each UNE rate identified, provide a complete description of the UNE.
- b. For all nonrecurring UNE rates identified, provide the following information:
 - (i) a complete description of all work activities that must be performed by BellSouth as a direct result of BellSouth performing the functionality and tasks associated with the UNE.
 - (ii) a complete explanation of why each work activity listed in response to part (i) is necessary and must be performed.
 - (iii) a description of each category or classification of employee that is needed to perform each work activity list in response to part (i).
 - (iiii) the loaded labor rate associated with each category or classification of employee that is needed to perform each work activity list in response to part (i), and a complete description of the development of each loaded labor rate, including all inputs and assumptions.
 - (v) The probability that each work activity listed in response to part (i) will be necessary and a complete description of how these probabilities were calculated (including a list of all assumptions underlying each probability).

REQUEST: (continued)

- (vi) The estimated time required to perform each work activity listed in response to part (i), and a complete description of how these work times were calculated (including a list of all assumptions underlying each work time).
- (vii) A complete listing of any non-labor costs that are included in this charge, and a detailed description of how these costs were developed. For purposes of this request, "non-labor costs" is intended to mean any cost other than direct labor costs, including but not limited to material costs, other expenses, shared costs, and common costs.
- (viii) A listing of all Job Function Codes ("JFCs") associated with the labor costs included. For each JFC, provide the following for the most recent time period available:
 - "Direct Labor – Productive" Annual Dollars
 - "Direct Labor – Premium" Annual Dollars
 - "Direct Labor – Other Employee" Annual Dollars
 - "Direct Labor – Annual Paid Absence" Annual Dollars
 - "Direct Labor – Direct Administration" Annual Dollars
 - "Direct Labor – Other Cost" Annual Dollars
 - "Directly Assigned Benefits" Annual Dollars
 - Total Annual Hours
- (ix) For each JFC identified in response to part (viii), provide BellSouth's projected level of labor inflation and state the time period for which this projection applies.
- (x) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files

REQUEST: (continued)

should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.

- c. For all the recurring UNE rates identified, provide the following information:
- (i) A complete description of the methodology used to calculate the cost.
 - (ii) A complete listing of all investments, both direct and indirect, associated with the UNE and a description of the methodology used to calculate those investments.
 - (iii) A complete listing of all annual charge factors, loading factors, or any other factors applied to those investments and a description of the methodology used to develop those factors.
 - (iv) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: For the Order Modification Charges referenced in Attachment 2, (Issue 54), provide a listing of each FCC tariffed rate that may apply. For each FCC tariffed rate or rate element identified, indicate whether the rate is cost-based.

- (a) For any rate or rate element that BellSouth does not contend is cost-based, describe in detail the basis for this charge and explain how the rate was developed.
- (b) Provide a copy of any supporting documentation provided to the FCC by BellSouth when the rates or rate elements were filed that was intended to support the reasonableness of the rate. To clarify, DeltaCom is seeking all support for the specific rates that BellSouth seeks to reference in the interconnection agreement with DeltaCom, and is not seeking a copy of the support for all other proposed rates that may have been included in the same filing.
- (c) Did the FCC initiate an investigation of these rates? If no, provide a complete explanation of why BellSouth believes the rates are reasonable. If yes, provide a citation to the FCC's investigation.
- (d) If the answer to part (c) is yes, describe in detail BellSouth's understanding of the standard applied by the FCC when conducting this investigation.
- (e) For each rate or rate element that BellSouth contends is cost-based, indicate the type of cost (e.g. TELRIC, embedded cost, other) that BellSouth contends that the rate represents.
- (f) For each rate or rate element that BellSouth contends is cost-based provide the following information:
 - (i) a complete description of all work activities that must be performed by BellSouth as a direct result of BellSouth performing the functionality and tasks associated with the FCC tariffed rate.
 - (ii) a complete explanation of why each work activity listed in response to part (i) is necessary and must be performed.

- (iii) a description of each category or classification of employee that is needed to perform each work activity list in response to part (i).
- (iii) the loaded labor rate associated with each category or classification of employee that is needed to perform each work activity list in response to part (i), and a complete description of the development of each loaded labor rate, including all inputs and assumptions.
- (v) The probability that each work activity listed in response to part (i) will be necessary and a complete description of how these probabilities were calculated (including a list of all assumptions underlying each probability).
- (vi) The estimated time required to perform each work activity listed in response to part (i), and a complete description of how these work times were calculated (including a list of all assumptions underlying each work time).
- (vii) A complete listing of any non-labor costs that are included in this charge, and a detailed description of how these costs were developed. For purposes of this request, "non-labor costs" is intended to mean any cost other than direct labor costs, including but not limited to material costs, other expenses, shared costs, and common costs.
- (viii) A listing of all Job Function Codes ("JFCs") associated with the labor costs included. For each JFC, provide the following for the most recent time period available:
 - "Direct Labor – Productive" Annual Dollars
 - "Direct Labor – Premium" Annual Dollars
 - "Direct Labor – Other Employee" Annual Dollars
 - "Direct Labor – Annual Paid Absence" Annual Dollars
 - "Direct Labor – Direct Administration" Annual Dollars
 - "Direct Labor – Other Cost" Annual Dollars
 - "Directly Assigned Benefits" Annual Dollars
 - Total Annual Hours

- (ix) For each JFC identified in response to part (viii), provide BellSouth's projected level of labor inflation and state the time period for which this projection applies.
- (x) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.
- (c) If any FCC tariffed rate identified in BellSouth's response to this request is not based on TELRIC as implemented by this Commission, describe in detail all conceptual and methodological differences, differences to inputs and assumptions, and any other differences between the basis for the FCC tariffed rate and this Commission's implementation of TELRIC.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Other than the rates or rate elements identified in the previous request, identify any and all rates or rate elements from BellSouth's interstate tariff that BellSouth seeks to include, by reference, in its interconnection agreement with DeltaCom. For each FCC tariffed rate or rate element identified, indicate whether the rate is cost-based.

- (a) For any rate or rate element that BellSouth does not contend is cost-based, describe in detail the basis for this charge and explain how the rate was developed.
- (b) Provide a copy of any supporting documentation provided to the FCC by BellSouth when the rates or rate elements were filed that was intended to support the reasonableness of the rate. To clarify, DeltaCom is seeking all support for the specific rates that BellSouth seeks to reference in the interconnection agreement with DeltaCom, and is not seeking a copy of the support for all other proposed rates that may have been included in the same filing.
- (c) Did the FCC initiate an investigation of these rates? If no, provide a complete explanation of why BellSouth believes the rates are reasonable. If yes, provide a citation to the FCC's investigation.
- (d) If the answer to part (c) is yes, describe in detail BellSouth's understanding of the standard applied by the FCC when conducting this investigation.
- (e) For each rate or rate element that BellSouth contends is cost-based, indicate the type of cost (e.g. TELRIC, embedded cost, other) that BellSouth contends that the rate represents.
- (f) For each rate or rate element that BellSouth contends is cost-based provide the following information:
 - (i) a complete description of all work activities that must be performed by BellSouth as a direct result of BellSouth performing the functionality and tasks associated with the FCC tariffed rate.

- (ii) a complete explanation of why each work activity listed in response to part (i) is necessary and must be performed.
- (iii) a description of each category or classification of employee that is needed to perform each work activity list in response to part (i).
- (iiii) the loaded labor rate associated with each category or classification of employee that is needed to perform each work activity list in response to part (i), and a complete description of the development of each loaded labor rate, including all inputs and assumptions.
- (v) The probability that each work activity listed in response to part (i) will be necessary and a complete description of how these probabilities were calculated (including a list of all assumptions underlying each probability).
- (vi) The estimated time required to perform each work activity listed in response to part (i), and a complete description of how these work times were calculated (including a list of all assumptions underlying each work time).
- (vii) A complete listing of any non-labor costs that are included in this charge, and a detailed description of how these costs were developed. For purposes of this request, "non-labor costs" is intended to mean any cost other than direct labor costs, including but not limited to material costs, other expenses, shared costs, and common costs.
- (viii) A listing of all Job Function Codes ("JFCs") associated with the labor costs included. For each JFC, provide the following for the most recent time period available:
 - "Direct Labor – Productive" Annual Dollars
 - "Direct Labor – Premium" Annual Dollars
 - "Direct Labor – Other Employee" Annual Dollars
 - "Direct Labor – Annual Paid Absence" Annual Dollars

"Direct Labor – Direct Administration" Annual Dollars
"Direct Labor – Other Cost" Annual Dollars
"Directly Assigned Benefits" Annual Dollars
Total Annual Hours

- (ix) For each JFC identified in response to part (viii), provide BellSouth's projected level of labor inflation and state the time period for which this projection applies.
- (x) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.
- (c) If any FCC tariffed rate identified in BellSouth's response to this request is not based on TELRIC as implemented by this Commission, describe in detail all conceptual and methodological differences, differences to inputs and assumptions, and any other differences between the basis for the FCC tariffed rate and this Commission's implementation of TELRIC.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Identify any and all rates or rate elements from BellSouth's intrastate tariff that BellSouth seeks to include, by reference, in its interconnection agreement with DeltaCom. For each rate or rate element identified, indicate whether the rate is cost-based.

- (a) For any rate or rate element that BellSouth does not contend is cost-based, describe in detail the basis for this charge and explain how the rate was developed.
- (b) Provide a copy of any supporting documentation provided to this Commission by BellSouth when the rates or rate elements were filed that was intended to support the reasonableness of the rate. To clarify, DeltaCom is seeking all support for the specific rates that BellSouth seeks to reference in the interconnection agreement with DeltaCom, and is not seeking a copy of the support for all other proposed rates that may have been included in the same filing.
- (c) Did the Commission initiate an investigation of these rates? If no, provide a complete explanation of why BellSouth believes the rates are reasonable. If yes, provide a citation to the Commission's investigation.
- (d) If the answer to part (c) is yes, describe in detail BellSouth's understanding of the standard applied by the Commission when conducting this investigation.
- (e) For each rate or rate element that BellSouth contends is cost-based, indicate the type of cost (e.g. TELRIC, embedded cost, other) that BellSouth contends that the rate represents.
- (f) For each rate or rate element that BellSouth contends is cost-based provide the following information:
 - (i) a complete description of all work activities that must be performed by BellSouth as a direct result of BellSouth performing the functionality and tasks associated with the FCC tariffed rate.

- (ii) a complete explanation of why each work activity listed in response to part (i) is necessary and must be performed.
- (iii) a description of each category or classification of employee that is needed to perform each work activity list in response to part (i).
- (iiii) the loaded labor rate associated with each category or classification of employee that is needed to perform each work activity list in response to part (i), and a complete description of the development of each loaded labor rate, including all inputs and assumptions.
- (v) The probability that each work activity listed in response to part (i) will be necessary and a complete description of how these probabilities were calculated (including a list of all assumptions underlying each probability).
- (vi) The estimated time required to perform each work activity listed in response to part (i), and a complete description of how these work times were calculated (including a list of all assumptions underlying each work time).
- (vii) A complete listing of any non-labor costs that are included in this charge, and a detailed description of how these costs were developed. For purposes of this request, "non-labor costs" is intended to mean any cost other than direct labor costs, including but not limited to material costs, other expenses, shared costs, and common costs.
- (viii) A listing of all Job Function Codes ("JFCs") associated with the labor costs included. For each JFC, provide the following for the most recent time period available:
 - "Direct Labor – Productive" Annual Dollars
 - "Direct Labor – Premium" Annual Dollars
 - "Direct Labor – Other Employee" Annual Dollars
 - "Direct Labor – Annual Paid Absence" Annual Dollars

"Direct Labor – Direct Administration" Annual Dollars
"Direct Labor – Other Cost" Annual Dollars
"Directly Assigned Benefits" Annual Dollars
Total Annual Hours

- (ix) For each JFC identified in response to part (viii), provide BellSouth's projected level of labor inflation and state the time period for which this projection applies.
- (x) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.
- (c) If any FCC tariffed rate identified in BellSouth's response to this request is not based on TELRIC as implemented by this Commission, describe in detail all conceptual and methodological differences, differences to inputs and assumptions, and any other differences between the basis for the FCC tariffed rate and this Commission's implementation of TELRIC.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Has BellSouth ever requested that ITC^DeltaCom resend CFA information? If yes, provide a listing of each such occasion.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Has BellSouth ever requested that any other CLEC with whom BellSouth has an interconnection agreement resend CFA information?

- (a) If yes, provide a complete listing of all CLECs from whom BellSouth has requested a resend of CFA information.
- (b) Have any of the CLECs listed in BellSouth's response to part (a) ever refused to resend CFA information when BellSouth has requested such a resend?
- (c) If the answer to part (b) is anything other than an unqualified no, provide a complete listing of all CLECs that have refused such a request.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Provide a copy of BellSouth's most current cost analysis of the charge to resend a CFA. Include the following information in your response:

- (i) a complete description of all work activities that must be performed by BellSouth as a direct result of BellSouth performing the functionality and tasks associated with the resend of CFA information.
- (ii) a complete explanation of why each work activity listed in response to part (i) is necessary and must be performed.
- (iii) a description of each category or classification of employee that is needed to perform each work activity list in response to part (i).
- (iiii) the loaded labor rate associated with each category or classification of employee that is needed to perform each work activity list in response to part (i), and a complete description of the development of each loaded labor rate, including all inputs and assumptions.
- (v) The probability that each work activity listed in response to part (i) will be necessary and a complete description of how these probabilities were calculated (including a list of all assumptions underlying each probability).
- (vi) The estimated time required to perform each work activity listed in response to part (i), and a complete description of how these work times were calculated (including a list of all assumptions underlying each work time).
- (vii) A complete listing of any non-labor costs that are included in this charge, and a detailed description of how these costs were developed. For purposes of this request, "non-labor costs" is intended to mean any cost other than direct labor costs, including but not limited to material costs, other expenses, shared costs, and common costs.

- (viii) A listing of all Job Function Codes ("JFCs") associated with the labor costs included. For each JFC, provide the following for the most recent time period available:
- "Direct Labor – Productive" Annual Dollars
 - "Direct Labor – Premium" Annual Dollars
 - "Direct Labor – Other Employee" Annual Dollars
 - "Direct Labor – Annual Paid Absence" Annual Dollars

 - "Direct Labor – Direct Administration" Annual Dollars
 - "Direct Labor – Other Cost" Annual Dollars
 - "Directly Assigned Benefits" Annual Dollars
 - Total Annual Hours
- (ix) For each JFC identified in response to part (viii), provide BellSouth's projected level of labor inflation and state the time period for which this projection applies.
- (x) A functioning copy of all cost models, electronic spreadsheets, or other electronic files used by BellSouth to develop these costs. These files should contain the inputs and assumptions used by BellSouth in its most recent cost analysis.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: When does the Cancellation Charge apply?

- a). Identify any cost studies, cost analysis or other files used by BellSouth to develop the costs for the Cancellation Charge.

RESPONSE: If the CLEC cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. The Cancellation Charge applies on a prorated basis when a CLEC cancels an LSR. Where special construction of facilities has been started prior to the order cancellation, and there is no other requirement for the special constructed facilities, a charge equal to the costs incurred in the special construction, less net salvage, applies, except, where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the charge for discontinuance of such services applies instead. (See BellSouth Private Line Tariff (B2.4.4), applicable for UNEs that are billed by BellSouth's CRIS system.)

When a customer cancels an Access Order for the installation of service, and the cancellation is received on or after the Design Layout Report Date, a charge equal to the estimated costs incurred by Bellsouth shall apply. (See BellSouth Tariff FCC No. 1, Section 5.4 for cancellation charge percentages before and after critical dates.) This tariff is applied for recovering the costs associated with cancellation of UNEs that are billed by BellSouth's CABS system.

- a) There are no cost studies relative to the Cancellation Charge itself.

REQUEST: Describe or explain how BellSouth's operator will reach a ITC^DeltaCom operator or customer in an emergency situation and in a busy line interrupt or busy line verification situation.

RESPONSE: When the BellSouth operator receives an emergency request from a customer, the BellSouth operator asks the customer for the city, checks the operator records for the appropriate agency number or connects the customer to directory assistance for the appropriate number and then connects the customer to that agency. The BellSouth operator stays on the line to ensure that the agency is reached.

Busy line interrupt and busy line verification service is an optional service provided to ITC^Deltacom via BellSouth tariff. BellSouth does not subscribe to busy line interrupt or busy line verification service from ITC^Deltacom and BellSouth operators have no provision to contact ITC^Deltacom operators for this service. When a request is received to verify or interrupt an ITC^Deltacom number, the BellSouth operator advises the customer that this is not a number he or she is able to verify or interrupt.

REQUEST: Please provide BellSouth uncollectibles for CLEC billing for 2000, 2001 and 2002.

RESPONSE: Total Company-wide CLEC uncollectible expenses accrued are shown below. In addition to these uncollectible expense accruals, the Company also recognized, as revenue reductions, approximately \$180 million related to certain customer specific receivables for which collectibility was not reasonably assured.

2000	\$ 7,500,000
2001	\$ 1,699,998
2002	\$21,355,309

REQUEST:

Please provide BellSouth uncollectibles for CLEC billing as a percent of total CLEC billing and as a percent of total billing for 2000, 2001 and 2002.

RESPONSE:

<u>Year</u>	<u>Percent of CLEC Billing</u>	<u>Percent of Total Billing</u>
2000	1.35%	0.04%
2001	0.24%	0.01%
2002	2.77%	0.13%

REQUEST: Please provide the total number of CLEC's served by BST, the number that have paid a deposit to BST, the number who have been requested to pay a deposit, the sum of the number who have paid a deposit or have a deposit request pending at this time.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Please provide the total number of retail business customers of BST, the number who have paid a deposit to BST, the number who have been requested to pay a deposit, and the sum of the number who have paid a deposit or have a deposit request pending at this time.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Does BST apply the same deposit criteria to its retail business customers that it applies to its CLEC customers on a nondiscriminatory basis?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Please provide the deposit requirement guidelines for retail business customers and the guidelines used to determine the amount of deposit for retail business customers.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: How do the BST wholesale/CLEC credit managers coordinate with the BST retail credit managers coordinate deposit policy to ensure nondiscrimination between wholesale and retail customers?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: What is BST's policy relative to waiving deposit requirements for CLEC's in return for a CLEC 's agreement to acquiesce on some other contract or operational issue or issues?

RESPONSE: BST's policy is not to waive deposit requirements for CLECs in return for a CLEC's agreement to acquiesce on some other contract or operational issue or issues.

REQUEST: Have there been any instances where BellSouth agreed to waive or reduce a CLEC deposit demand in conjunction with or in return for a CLEC's agreement to change its position on some other contract issue, operational issue, billing dispute, regulatory position or legislative position?

RESPONSE: No.

REQUEST: List all locations in Tennessee where BellSouth and any CLEC or ILEC have interconnected at points other than a collocation site for dark fiber loop and/or dark fiber transport.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Identify in detail each circumstance where BellSouth intends to assess a Subsequent Application Fee.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Identify in detail each circumstance where BellSouth intends to assess the Administrative Only Fee.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: When BellSouth changes an end user's preferred provider in error, does BellSouth contact (a) the preferred provider and inform that carrier of the error and (b) does BellSouth inform the affected end user of BellSouth's error.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Has BellSouth ever changed an end user's preferred provider in error and corrected that error without contacting the affected end user?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Does BellSouth retail use the service order FID OIO?
(a) Describe the circumstances when BellSouth uses this FID.
(b) Are subscribers notified?
(c) Is billing to the subscriber affected?

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

REQUEST: Does BellSouth use the FID ETET? (a) What is the purpose of this FID? (b) Describe the process for using ETET.

RESPONSE: See BellSouth Telecommunications, Inc.'s Objections to ITC^Deltacom's First Set of Interrogatories filed June 19, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

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CERTIFICATE OF SERVICE

I hereby certify that on July 2, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☒ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☐ Electronic

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